



CITY COUNCIL MEETING *AMENDED* AGENDA

Monday, May 09, 2022 at 6:15 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, May 9, 2022, beginning at 6:15 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

- I. CALL TO ORDER
- II. ROLL CALL OF COUNCIL MEMBERS
- III. PUBLIC COMMENTS
- IV. SERVICE AWARD
 - A. Mark Brown II, Council Member 2017-2022
- V. CONSENT AGENDA
 - [A.](#) Minutes from Regular Meeting held April 11, 2022
 - [B.](#) Minutes from Special Meeting held April 22, 2022.
 - [C.](#) Investment Report, Q2 FY 2022
- VI. PRESENTATION
 - [A.](#) Engineering report on elevated storage.
- VII. DISCUSSION AND ACTION ITEMS
 - [A.](#) Discuss and consider approving agreement with Strand Associates and supplemental task order for engineering and design services for ARPA Grant Projects.
 - [B.](#) Discuss and consider extending the City of Richwood's current solid waste contract with Waste Connections for an additional year.
- VIII. CAPITAL IMPROVEMENT PROJECTS UPDATE
- IX. DISCUSSION AND ACTION ITEMS
 - [A.](#) Discuss and consider setting date for Special Meeting to canvass the 2022 General Election.
 - [B.](#) Discussion and possible action regarding bus stop benches and shelters within the City.
 - [C.](#) Discuss and consider approving Resolution 22-R-64, amending the FY 2022 budget to approve transfer from CCPD to General Fund for the purchase of a biometric fingerprint system.
 - [D.](#) **Discuss and consider renewal of Named Storm Insurance Coverage.**
- X. CITY MANAGER'S REPORT
- XI. COUNCIL MEMBER COMMENTS & REPORTS
- XII. MAYOR'S REPORT
- XIII. FUTURE AGENDA ITEMS
- XIV. ADJOURNMENT

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551-071 of the Government Code (attorney-client privilege).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

I, Kirsten Garcia, do hereby certify that I did, on May 5, 2022 at 05:00 PM post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood

MINUTES

RICHWOOD CITY COUNCIL MEETING

Monday, April 11, 2022 at 6:10 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, April 11, 2022, beginning at 6:10 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

The meeting was called to order 6:10 p.m.

II. ROLL CALL OF COUNCIL MEMBERS

Steve Boykin, Mayor:	Present
Mike Johnson, Position 1:	Present
Melissa Strawn, Position 2:	Present
Matthew Yarborough, Position 3:	Absent
Rory Escalante, Position 4:	Present
Mark Brown II, Position 5:	Present

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary; Patricia Ditto, Finance Director; Clif Custer; Public Works Director; Philip Knop, City Attorney.

III. PUBLIC COMMENTS

There was no public comment.

IV. CONSENT AGENDA

- A. Approve March 2022 Budget Report
- B. Approve minutes from regular meeting held March, 21, 2022.

Motion to approve consent agenda.

Motion made by Mark Brown II, Seconded by Rory Escalante.

Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II

V. DISCUSSION AND ACTION ITEMS

- A. Final review and action on re-plat of lots 1 & 2; of the West Reserve Tract of the Tamarind Woods Subdivision, also known as 1410 FM 2004.

Motion to approve re-plat of lots 1 & 2; of the West Reserve Tract of the Tamarind Woods Subdivision, also known as 1410 FM 2004.

Motion made by Mark Brown II, Seconded by Melissa Strawn.

Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II

- B. Discuss and consider approving Preferred Industrial Contractor's proposed change order in an amount not to exceed \$37,000.00.

Clif Custer, public works director, presented.

Tom Rogers with preferred industrial presented.

Discussion held on possibility of steel prices dropping similar to how they have risen.

Discussion held on the bid and that it was a firm bid. Questions arose on how supplier quotes change.

Discussion held on costs changing again, Mr. Rogers stated the tank is already built so this change order is to recoup costs.

Discussion held on staff and legal opinion of change order.

Discussion held on firm bid vs cost plus agreement that was executed.

Discussion held on whether this amount is in the budget to be covered.

Discussion held on bid process and effects of having to rebid this job.

Discussion held on the purchase process for Preferred Industrial during the stages of the project.

Discussion held on the Attorney's advice on this request.

Discussion held on the 15% hedge added to the bid, whether it is added to every aspect of the bid.

Motion to approve approve Preferred Industrial Contractor's proposed change order in an amount not to exceed \$37,000.00.

Motion made by Mike Johnson, Seconded by Mark Brown II.

Voting Yea: Mike Johnson, Melissa Strawn, Mark Brown II

Voting Nay: Rory Escalante

- C. Discuss and consider a property owners request for additional time to remedy ongoing Code of Ordinances violation.

Kirsten Garcia, City Secretary, presented.

Mr. Avalos presented his side.

Mr. Avalos is requesting to stop the fence 200 feet prior to the end of his lot.

Mr. Avalos request the property owner be contacted to see if the fence could be cut short of the property line.

Discussion held on commercial property fencing in other areas of the city.

Discussion held on ways to move forward in action or table.

Discussion held on driveway existing on the adjacent property.

Discussion held on how the business was affected by the pandemic.

Motion to table agenda item C for next months meeting.

Motion made by Mark Brown II, Seconded by Rory Escalante.

Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II

- D. Discuss and consider possible issues regarding current TCEQ permit request that may affect the City.
- Michael Durham, resident, 31434 Bayou Bend presented concerns with the pending TCEQ permit.
- Tammy Zierber - request city work with other cities to get feedback on this.
- Cindy Moriarty - affirms what Mr. Durham stated in his presentation - she has concerns that this could be a large issue should we see another high water issue that affects the City as a whole.
- Betsy David - Riverside - property has seen higher water levels than every before. So this is a large concern for property owners who live along the bayou. She is also concerned with the food that is harvested from this bayou.
- Discussion held on public hearing to be held by TCEQ on this matter.
- Jim Wells - adv he lives on the bayou and he used to run a wastewater treatment plant. He stated he has concerns with the ability of this property to maintain the treatment plant and ensure that everything is done within code.
- Discussion held on the City contacting surrounding cities to attempt to create change.
- Discussion held on whether this is a issue better suited for Army Corp of Engineers or TCEQ as it affects an intercoastal waterway.
- Motion to direct the mayor to contact the TCEQ to request a public meeting and also reach out to Army Corp of Engineers regarding the public concerns.***
- Motion made by Melissa Strawn, Seconded by Mark Brown II.***
- Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II***
- E. Discuss and consider adoption of Ordinance 22-488, establishing liability for the damage of city streets and right of ways during construction of residential and commercial properties.
- Eric Foerster, City Manager, presented.
- Motion to adopt Ordinance 22-488, establishing liability for the damage of city streets and right of ways during construction of residential and commercial properties.***
- Motion made by Mark Brown II, Seconded by Melissa Strawn.***
- Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II***
- F. Discuss and consider adoption of Ordinance #22-489, amending the Appendix C - Fee Schedule of the Code of Ordinances to include a reinstatement fee for all permits revoked due to stop work orders.
- Discussion held on current processes and how these fees will assist staff.
- Motion to adopt Ordinance #22-489, amending the Appendix C - Fee Schedule of the Code of Ordinances to include a reinstatement fee for all permits revoked due to stop work orders.***
- Motion made by Mark Brown II, Seconded by Rory Escalante.***
- Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II***
- G. Discuss and consider directing staff to begin the bid process for Solid Waste Services.

Clif Custer, public works director, presented.

Discussion held on issues other cities are facing with switching to companies that aren't local.

Discussion held on looking into prices that would come for residential vs. commercial.

Discussion held on timeline for bid and decision making.

Motion to table this item.

Motion made by Mark Brown II, Seconded by Mike Johnson.

Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II

- H. Discuss and consider options regarding project revision for the American Rescue Plan Act Grant.

Clif Custer, public works director, presented.

Discussion held on possibility of price increases due to the current economy.

Motion to approve project revision for the American Rescue Plan Act Grant not to exceed \$35,000.

Motion made by Mike Johnson, Seconded by Mark Brown II.

Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II

- I. Discuss and consider approving resolution 22-R-62 designating certain exempt city vehicles for the issuance of regular license plates and authorizing the City Manager or designee to apply for such regular license plates.

Eric Foerster, City Manager, presented.

Discussion held on how the item came up and how the issue was resolved prior to the meeting.

Motion to approve resolution 22-R-62 designating certain exempt city vehicles for the issuance of regular license plates and authorizing the City Manager or designee to apply for such regular license plates.

Motion made by Mark Brown II, Seconded by Mike Johnson.

Voting Yea: Mike Johnson, Melissa Strawn, Rory Escalante, Mark Brown II

VI. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer, public works director, presented.

VII. CITY MANAGER'S REPORT

Eric Foerster reported that he is still working on server quote for the PD, gave an ARPA grant update, advised staff is still working on billing issue with AT&T. He reported that Staff will hold a hurricane prep meeting on 4/26/22, we still one officer out on COVID there is a determination appointment on the 25th of this month, and the splash pad should open later this week.

VIII. COUNCIL MEMBER COMMENTS & REPORTS

Mike Johnson – Expressed congratulations to KRB for their TXDOT grant. He added that they do great work and what an accomplishment it is. He appreciates all the hard work done by staff.

Mark Brown II expressed congratulations to KRB for getting the award, he added that he would like to recognize first responders and thanks for the efforts, thanks to city staff, great job yall are doing great things and we appreciate your efforts. Mark also mentioned the Easter Egg Hunt this Saturday.

IX. MAYOR'S REPORT

Mayor reported that this week is the telecommunications officer's week. Think about those that are behind the console there for the officers on the streets.

Now is the time to begin planning for the storm season, and refer anyone you know that needs assistance to City Hall.

X. FUTURE AGENDA ITEMS

Tabled Items

- Avalos

- Waste Connections, get annual spend

Trees leaning over the road

Fencing Ordinance

Impact of Waste water Intro Bastrop / Affect stormwater master plan

XI. ADJOURNMENT

Being there no further business, the meeting adjourned at 8:27 p.m.

These minutes were read and approved on this 9th day of May 2022.

Mayor

ATTEST:

City Secretary

MINUTES

RICHWOOD CITY COUNCIL SPECIAL MEETING

Friday, April 22, 2022 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Friday, April 22, 2022, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

II. INVOCATION

Police Chaplain, David Thompson, led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Boykin led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Steve Boykin, Mayor:	Present
Mike Johnson, Position 1:	Present
Melissa Strawn, Position 2:	Present
Matthew Yarborough, Position 3:	Present
Rory Escalante, Position 4:	Present
Mark Brown II, Position 5:	Absent

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary.

V. PUBLIC COMMENTS

There was no public comment.

VI. DISCUSSION AND ACTION ITEMS

- A. Discuss and consider resolution 22-R-63 requesting the Texas Commission on Environmental Quality (TCEQ) hold a public meeting on Proposed Permit Number WQ0016046001.

Mayor Boykin presented information on the resolution.

Discussion held on what this resolution does and how we can effect change as a city.

Motion to approve resolution 22-R-63 requesting the Texas Commission on Environmental Quality (TCEQ) hold a public meeting on Proposed Permit Number WQ0016046001.

Motion made by Mike Johnson, Seconded by Melissa Strawn.

Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante

VII. CITY MANAGER'S REPORT

Eric reported on splash pad, A&T overage, change order for the drainage project, auction update, and wastewater treatment plant update.

VIII. COUNCIL MEMBER COMMENTS & REPORTS

Mike Johnson reported that KRB will be cleaning up the road, tomorrow morning, at 9:30AM.

Matt Yarborough reported that the Fire Department will be hosting an open house crawfish fundraiser on May 21st - plenty of games and activities for the kids - everyone is invited!

Rory Escalante reported on the recent break-ins in Oakwood Shores, urges all residents to stay vigilant.

IX. MAYOR'S REPORT

Mayor reported on the commissioners meeting and hopefully we can get TCEQ to listen to the people.

X. FUTURE AGENDA ITEMS

Benches for the bus stops

XI. ADJOURNMENT

Being there no further business, the meeting was adjourned at 6:21 p.m.

These minutes were read and approved on this 9th day of May 2022.

Mayor

ATTEST:

City Secretary

City of Richwood, Texas
Quarterly Investment Report
Fiscal Year 2022, Quarter 2
01/01/2022 - 03/31/2022

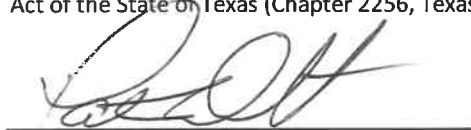
Portfolio	December 31, 2021		March 31, 2022	
	Book Value	Market Value	Book Value	Market Value
Cash	3,485,334.05	3,485,334.05	2,544,136.31	2,544,136.31
Investment Pools	5,941,487.95	5,941,487.95	6,593,764.77	6,593,764.77
Certificates of Deposits	520,284.12	520,284.12	520,487.06	520,487.06
TOTAL INVESTMENTS	9,947,106.12	9,947,106.12	9,658,388.14	9,658,388.14

Quarterly Investment Income 2,560.96
Weighted Average Yield 0.04%

Simplified calculation for information only - Investment income/investment accounts beginning balance

Items of Note:

The attached information comprises the quarterly investment report for the City of Richwood, Texas for the period ended March 31, 2022. The undersigned acknowledge that the City's investment portfolio has been and is in compliance with the policies and strategies as contained in the City's Investment Policy and also in compliance with the Public Funds Investment Act of the State of Texas (Chapter 2256, Texas Government Code).



Patricia Ditto
Finance Director



Eric Foerster
City Manager

CITY OF RICHWOOD, TEXAS
Cash and Investment Scedule

Section V, Item C.

Description	Investment	Purchase Date	Maturity Date	Book Value 12/31/2021	Deposits /Purchases	Withdrawals /Maturities	Interest this quarter	Book Value 03/31/2022	Interest Rate end of quarter	% of total Cash/Investments
<u>Pooled Investment Fund</u>										
General Fund	TexPool-449001			239,798.70			50.57	239,849.27	0.2660%	2.48%
General Fund	TexStar -1110			264,665.58	1,150,000.00		139.80	1,414,805.38	0.1070%	14.65%
General Fund	Logic -9001			341,178.57			125.86	341,304.43	0.2493%	3.53%
General Fund	TexPool Prime 559001			523,955.83			251.14	524,206.97	0.4102%	
<u>Restricted Funds</u>										
2019/2021 Bond Funds	TexPool Prime 559001			2,000,688.79		500,000.00	760.73	1,501,449.52	0.2660%	15.55%
2019 Util Cap Proj Fund	Logic-9002			2,571,200.48		-	948.72	2,572,149.20	0.4102%	26.63%
Total Pools				5,941,487.95	1,150,000.00	500,000.00	2,276.82	6,593,764.77		68.2698%
First National Bank	CD-25765		12/27/2021	92,909.09			22.91	92,932.00	0.0500%	0.96%
First National Bank	CD-25718		12/29/2021	128,833.08			-	128,833.08	0.0500%	1.33%
First National Bank	CD-25741		1/13/2022	60,101.78			14.90	60,116.68	0.0500%	0.62%
First National Bank	CD-25766		12/27/2021	130,628.65			32.21	130,660.86	0.0500%	1.35%
Brazos National Bank	CD-601286		12/6/2021	107,811.52			132.92	107,944.44	0.0500%	1.12%
Total Certificates of Deposits				520,284.12	-	-	202.94	520,487.06		5.3890%
Total Investment Accounts				6,461,772.07	1,150,000.00	500,000.00	2,479.76	7,114,251.83		73.6588%
<u>Cash Accounts</u>										
Pooled Cash-NOW ACCT	First Natl -3073			3,484,310.81	**	**	81.17	2,543,113.04	0.0100%	26.33%
Seizure Fund -NOW ACCT	First Natl -5076			1,023.24			0.03	1,023.27	0.0100%	0.01%
Total Cash Accounts				3,485,334.05	-	-	81.20	2,544,136.31		26.3412%
Total Cash and Investments				9,947,106.12	1,150,000.00	500,000.00	2,560.96	9,658,388.14		100.00%

** Cash balances for previous and current quarter reflects reconciled balance from system.

INVESTMENTS as of 3/31/2022

	INT RATE	TOTAL	GENERAL 10	CAPITAL IMPR 11-55	REPLCMT 13	CCPD 15	TRANSPT 25	2019A BOND 26	WS 30-30	MTR DEPS 30-23	WS RB I&S 30-25	2019B BOND 33	40	EARNINGS YTD
TEXSTAR	0.0676%	1,414,805.38	235,475.92		13,817.41	15,396.52	500,049.32							147.35
TEXPOOL	0.0800%	239,849.27	239,849.27	0.00		0.00				0.00				72.85
TEXPOOL PRIME	0.1400%	2,025,656.49	524,206.97					1,501,449.52						1,563.24
BONDS FUND														
LOGIC - UTIL CAP PROJ	0.1504%	2,572,149.20										2,572,149.20		1,314.93
LOGIC - GF	0.1504%	341,422.11	281,082.11	2.37	5.82		60,329.45				0.83		1.52	286.23
CERTIFICATES OF DEPOSIT:														
FNB 25765	0.5000%	92,932.00	18,625.93	22,998.58					29,414.41				21,893.08	22.91
matures every 3mo - July 27														
FNB 25718	0.5000%	128,833.08	33,883.11	28,085.61					28,214.45				28,214.45	31.94
matures every 6 mos - Dec 27														
FNB 25741	0.5000%	60,116.68	0.00											14.90
matures every 6 mos - July 13														
FNB 25766	0.5000%	130,660.86	33,971.83	11,759.48					65,330.42				19,599.13	32.21
matures every 6mo - July 27														
BNB 601286	0.5000%	107,944.43	28,065.55	9,715.00					53,972.22				16,191.67	265.67
Issue date 2/14/90 - 3 mos - Sept 4														
TOTAL		7,114,369.50	1,395,160.69	72,561.04	13,823.24	15,396.52	560,378.76	1,501,449.52	176,931.50	0.00	0.83	2,572,149.20	85,899.84	3,752.23

Report for City of Richwood, Texas

Engineering Report for the Elevated Storage Tank

This document is released for the purpose of review under the authority of
Morgan Ruiz on April 7, 2022.
It is not to be used for construction, bidding, or permit purposes.

Prepared by:

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833
www.strand.com

April 2022



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APPENDICES

APPENDIX A—SYSTEM PRESSURES
APPENDIX B—AVAILABLE FIRE FLOW

PURPOSE

The purpose of this Engineering Report (Report) is to evaluate alternatives for the construction of a new elevated storage tank (EST) in the City of Richwood, Texas (City). The evaluation will include hydraulic modeling to review the size, location, and potential modifications to the existing water storage infrastructure. Hydraulic modeling will be used by Strand Associates, Inc.® (Strand) to evaluate how EST placement and elevation might affect static pressures and fire flow availability. Results of the evaluation are documented in the following.

EXISTING WATER DISTRIBUTION SYSTEM

Table 1 summarizes the major supply and storage facilities in the City's water distribution system based on information provided by the City. This Table includes the North Water Plant (NWP), which is currently under construction.

Street Address	Storage	High Service Pumps	Well (State Well No.)	Well Capacity
720 North Mahan Street	75,000-gallon EST	-	Well No. 1 (G0200035A)	Inactive
966 Brazosport Boulevard	330,000-gallon GST	Three 500-gpm pumps at 150 feet of TDH	Well No. 2 (G0200035B)	Plugged
			Well No. 3 (G0200035C)	440 gpm
			Well No. 4 (G0200035D)	
1051 FM 2004	250,000-gallon EST	-	-	-
1003 1/2 Oyster Creek Drive	-	-	Well No. 5 (G0200035E)	450 gpm
614 Audubon Woods Drive	-	-	Well No. 6 (G0200035F)	400 gpm
3019 FM 2004 (not yet in service)	350,000-gallon GST	Three 450-gpm pumps at 121 feet of TDH	Well No. 7 (not yet given)	600 gpm

FM = Farm-to-Market
GST = ground storage tank
gpm = gallons per minute
TDH = total dynamic head

Table 1 Major Water Distribution System Infrastructure

The City's water distribution system is located within a single-pressure plane with two ESTs maintaining the hydraulic grade line within the system. The overflow elevation of the two ESTs is approximately 137 feet based on information provided by the City. The City had 2,480 active connections as of January 2022, also based on information provided by the City.

Table 2 summarizes the Texas Commission on Environmental Quality (TCEQ) Texas Administrative Code (TAC) §290.45 Minimum Water System Capacity Requirements for community groundwater

City of Richwood, Texas

Engineering Report for the Elevated Storage Tank

systems with greater than 250 connections and the City's capacity ratings based on the information in Table 1. Although the NWP is not actively in service, it has been added in the tables and calculations for the purposes of this Report. As shown in Table 2, City infrastructure currently meets all capacity requirements once the NWP is in service.

The City has a purchase point (located on the south side of the City) with Brazosport Water Authority. The City is allowed to use up to 235,000 gallons per day. This allowance was distributed throughout the day to be approximately 163 gpm per day. This amount is calculated into the Well Infrastructure Capacity in Table 2.

For the pumping capacity TAC requirement, the lesser of two considerations must be used. The first is the total capacity of 2.0 gallons per minute per connection (gpm/conn). The second is a minimum of 1,000 gpm and the ability to meet peak hourly demands with the largest pump out of service. The peak-hour demand for the City is 0.5 gpm; therefore, the second consideration was used for Table 2.

30 TAC §290.45	Description	TCEQ Requirement		Infrastructure Capacity		Connections as of January 2022	City Capacity		Satisfies TCEQ Requirement
(b)(1)(D)(i)	Well Capacity	0.6	gpm/conn	2,053	gpm	2,480	0.8278	gpm/conn	Yes
(b)(1)(D)(ii)	Total Storage Capacity	200	gal/conn	1.005	MG	2,480	405.24	gal/conn	Yes
(b)(1)(D)(iii)	Pumping Capacity	0.5	gpm/conn	1,900	gpm	2,480	0.7661	gpm/conn	Yes
(b)(1)(D)(iv)	Elevated Storage Capacity	100	gal/conn	0.325	MG	2,480	131.05	gal/conn	Yes
(b)(1)(D)(v)	Emergency Power	0.35	gpm/conn	Not applicable; elevated storage criteria met.					

MG = million gallons
gal/conn = gallons per connection

Table 2 City System Capacity Requirements

DEMAND PROJECTIONS

Based on historic growth and information provided by the City, Table 3 summarizes the anticipated growth in connections for the City over the next ten years. This growth includes the complete build out for Oakwood Shores (OS) subdivision, where the NWP is located.

Date	Increase	Connections
January 2022	-	2,480
January 2023	+97 conn	2,577
January 2024	+97 conn	2,674
January 2025	+97 conn	2,771
January 2026	+97 conn	2,868
January 2027	+97 conn	2,965
January 2028 through 2032	+50 conn per year Total = +250 conn	3,215
Total	+785 conn	-

conn = connections

Table 3 Connection Projections

REVIEW OF HYDRAULIC WATER MODEL

The model includes all known water mains and all infrastructure noted in Table 1. The model simulates well pumps as fixed inputs into the model and does not use pump curves. This is a simplification and common practice in hydraulic modeling. The input matches the reported capacity of the wells.

C factors for all pipes within the model are set at 120, indicating the water model is likely not calibrated. Pipe materials are only listed for approximately 10 percent of water mains in the water model, all of which are listed as polyvinyl chloride. New water mains installed as part of the NWP project have been added to the model. Pipe age is unknown for all other existing pipes in the water model and have an existing year of installation defaulted to 1999. All existing pipes do have data sources listed, which is a good indicator that the location, diameter, and connectivity of water mains in the distribution system are accurate.

Demand estimates were increased in the OS subdivision to project complete buildout of the subdivision. No changes to demand were made to the water model in other locations for the review of the system improvements.

When reviewing the Appendices, consideration should be taken that these pressures are at ground elevation. For areas that have multi-story buildings, these pressures will be lower than the range shown. For approximation purposes only, these higher stories can be reduced one pressure range, or approximately 5 pounds per square inch (psi) per story.

The hydraulic model was reviewed for both existing conditions and when OS is completely built out. As shown in Appendix A, pressures in the northern portion of the City will continue to decrease as development of OS increases. In Appendix B, available fire flows will decrease even in the central area of the City, as OS development increases. It should also be noted in the model that fire flows less than 500 gpm occur at several locations where areas are served by water mains with pipe diameters equal to or lesser than 4 inches.

REVIEW OF ALTERNATIVES

The following alternatives were simulated to review proposed EST improvements. In all alternative options, the City's current 75,000-gallon EST is taken out of service. These alternatives are also calibrated to show pressure demands based on OS being completely built out. The model reviewed how the system would be affected constructing an EST at the current overflow elevation of 137 feet and increasing the hydraulic gradient line (HGL) by 10 psi; therefore, raising the overflow elevation to 160 feet for all ESTs in the system. The proposed EST locations are at the NWP site, in the northeast quadrant of the FM 2004 and Highway 288B intersection (Intersection), and across Highway 288B at City Hall (City Hall).

1. NWP Site

The results of the modeling for a new EST at the NWP can be found in Figures 1A and 1B of the appendices. Figure 1A of Appendices A and B presents the modeling results with the EST constructed at the existing overflow elevation and Figure 1B of Appendices A and B presents the results at an overflow elevation of 160 feet.

Figure 1A of Appendices A and B shows that by constructing an EST at the NWP, pressures increase within OS and the remainder of the City north of FM 2004. Pressures would also increase in areas north of the 75,000-gallon EST to be taken out of service. The majority of the City would have average pressures of 50 to 55 psi. Available fire flow increases from less than 1,000 gpm to more than 1,500 gpm in the majority of OS. Flows northeast of the Intersection increase from 1,000 gpm being the maximum to 1,000 gpm being the minimum.

Figure 1B of Appendices A and B shows the HGL being increased by constructing an EST at the NWP with an overflow elevation of 160 feet as well as raising the existing 250,000-gallon EST to an overflow elevation of 160 feet. If this is done, the entire City would have pressures of more than 60 psi. By constructing an EST at the NWP at the raised overflow elevation, available fire flows continue to increase. Much of the City would be able to have a minimum of 1,500 gpm available with this option.

2. Intersection

The results of the modeling at the Intersection can be found in Figures 2A and 2B of the appendices. Figure 2A of Appendices A and B presents the modeling results with the EST constructed at the existing overflow elevation and Figure 2B of Appendices A and B presents the results at an overflow elevation of 160 feet.

Figure 2A of Appendices A and B shows pressures would have a similar effect on the system in this location as with the NWP location. Overall pressures would increase, and the City's lowest pressure, at ground level, would be 50 psi. Fire flow availability would increase throughout the northwestern and central portions of the City better than at the NWP site. Fire flow would increase in OS, but not as significantly as at the NWP site.

Figure 2B of Appendices A and B also has a similar effect on the system as with the NWP location. The City would have pressures more than 60 psi for the whole system. Fire flow availability in OS would overall increase to more than 1,000 gpm, with an even greater increase in the southern portion of OS of more than 1,500 gpm.

3. City Hall

The results of the modeling at the Intersection can be found in Figures 3A and 3B of Appendix A. Figure 3A presents the modeling results with the EST constructed at the existing overflow elevation and Figure 3B presents the results at an overflow elevation of 160 feet. As indicated in Figures 3A and 3B, the City Hall alternatives did not show significant system pressure improvements when compared to the other two alternatives. For this reason, available fire flow was not reviewed for this study.

Figure 3A shows that building an EST on the outskirts of the central area of the City would increase poor pressures around Audubon Woods Drive and along the northern areas of Highway 288B. Pressures in OS and on the western side of the City would not be affected.

Figure 3B shows, as with the previous two locations, pressures would significantly increase if the overflow elevation was raised. However, only pressures south of FM 2004 would increase to more than 60 psi. The pressures north of FM 2004 would still be less than 60 psi.

REVIEW OF FIVE- AND TEN-YEAR SYSTEM IMPROVEMENTS

Table 4 shows the TCEQ TAC §290.45(b)(1)(D)(iv) Minimum Elevated Storage Capacity Requirements with and without the additional EST for the five- and ten-year growth projections, respectively.

Description	TCEQ Requirement		Infrastructure Capacity		Connections	City Rating		Satisfies TCEQ Requirement
Five-Year Projected Requirements (January 2027)								
Without Additional EST	100	gal/conn	0.325	MG	2,965	109.6	gal/conn	Yes
With Additional 150,000-gal EST			0.475	MG		160.2	gal/conn	Yes
With Additional 200,000-gal EST			0.525	MG		177.1	gal/conn	Yes
Ten-Year Projected Requirements (January 2032)								
Without Additional EST	100	gal/conn	0.325	MG	3,215	101.1	gal/conn	Yes
With Additional 150,000-gal EST			0.475	MG		147.7	gal/conn	Yes
With Additional 200,000-gal EST			0.525	MG		163.3	gal/conn	Yes

Table 4 Projected Elevated Storage Capacity Requirements

As shown in Table 4, without a proposed EST, the City is barely capable of meeting elevated storage capacity requirements in ten years, indicating improvements are required to maintain compliance with TCEQ requirements if growth continues as anticipated. Even in the five-year requirements, the elevated storage capacity surpasses the 85-percent rule, as outlined in the TAC §291.93(3) and will require a planning report submitted to the TCEQ executive director clearly explaining how the City will provide the expected service demands to the remaining areas within its boundaries. Table 5 shows other TCEQ TAC §290.45 Minimum Water System Capacity Requirements for other infrastructure in the City, based on no improvements being made in those areas.

City of Richwood, Texas

Engineering Report for the Elevated Storage Tank

30 TAC \$290.45	Description	TCEQ Requirement		Infrastructure Capacity		Connections	City Capacity		Satisfies TCEQ Requirement
Five-Year Projected Requirements (January 2027)									
(b)(1)(D)(i)	Well Capacity	0.6	gpm/conn	2,053	gpm	2,965	0.69	gpm/conn	Yes
(b)(1)(D)(ii)	Total Storage Capacity	200	gal/conn	1,005	MG		338.95	gal/conn	Yes
(b)(1)(D)(iii)	Pumping Capacity	0.5	gpm/conn	1,900	gpm		0.64	gpm/conn	Yes
(b)(1)(D)(v)	Emergency Power	0.35	gpm/conn	Not applicable; elevated storage criteria met.					
Ten-Year Projected Requirements (January 2032)									
(b)(1)(D)(i)	Well Capacity	0.6	gpm/conn	2,053	gpm	3,215	0.64	gpm/conn	Yes
(b)(1)(D)(ii)	Total Storage Capacity	200	gal/conn	1,005	MG		312.60	gal/conn	Yes
(b)(1)(D)(iii)	Pumping Capacity	0.5	gpm/conn	1,900	gpm		0.59	gpm/conn	Yes
(b)(1)(D)(v)	Emergency Power	0.35	gpm/conn	Not applicable; elevated storage criteria met.					

Table 5 Projected City System Capacity Requirements									
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Table 5 Projected City System Capacity Requirements

Although all requirements are satisfied in Table 5, well capacity for the five- and ten-year projected requirements surpasses the 85-percent rule. Pumping capacity for the ten-year projected requirements is at the 85-percent threshold. Therefore, continued planning would still be required to address system supply and demand.

It should also be noted that well pumps that pump directly into the system will be affected by increasing the HGL. These pumps may need to be reviewed and modified to meet the new design point.

OPINION OF PROBABLE PROJECT COST (OPPC)

Tables 6 and 7 summarize the OPPCs for a 150,000-gallon and 200,000-gallon EST, respectively. Table 8 summarizes the OPPC designed to elevate the existing 250,000-gallon EST.

Description	Estimated Quantity		Unit Cost	Total Cost
Foundation.	1	LS	\$250,000.00	\$250,000.00
150,000-gallon welded steel, multi-leg EST with wet riser.	1	LS	\$775,000.00	\$775,000.00
Electrical controls and SCADA integration.	1	LS	\$125,000.00	\$125,000.00
Sitework, grading, and seeding.	1	LS	\$5,000.00	\$5,000.00
			Subtotal	\$1,155,000.00
			Contingency	\$231,000.00
			Engineering-15%	\$208,000.00
			Total	\$1,594,000.00

LS = lump sum
SCADA = supervisory control and data acquisition

Table 6 OPPC for 150,000-Gallon EST

City of Richwood, Texas

Engineering Report for the Elevated Storage Tank

Description	Estimated Quantity		Unit Cost	Total Cost
Foundation.	1	LS	\$300,000.00	\$300,000.00
200,000-gallon welded steel, multi-leg EST with wet riser.	1	LS	\$850,000.00	\$850,000.00
Electrical controls and SCADA integration.	1	LS	\$125,000.00	\$125,000.00
Sitework, grading, and seeding.	1	LS	\$5,000.00	\$5,000.00
			Subtotal	\$1,280,000.00
			Contingency	\$256,000.00
			Engineering—15%	\$30,000.00
			Total	\$1,766,000.00

Table 7 OPPC for 200,000-Gallon EST

Description	Estimated Quantity		Unit Cost	Total Cost
Increase tank elevation a maximum of 23 feet by a jack system with minor foundation modifications.	1	LS	\$525,000.00	\$525,000.00
Traffic control.	1	LS	\$5,000.00	\$5,000.00
Electrical modifications.	1	LS	\$30,000.00	\$30,000.00
Sitework, grading, and seeding.	1	LS	\$5,000.00	\$5,000.00
			Subtotal	\$565,000.00
			Contingency	\$113,000.00
			Engineering—15%	\$100,000.00
			Total	\$778,000.00

Table 8 OPPC to Elevate the Existing 250,000-Gallon EST

Total OPPC for the proposed EST is approximately \$1,594,000 for a 150,000-gallon EST and \$1,766,000 for a 200,000-gallon EST. The total cost to elevate the existing 250,000-gallon EST is approximately \$778,000.00. These OPPCs do not include any acquisition costs that may be necessary.

The OPPCs are presenting in spring 2022 dollars. Construction and steel costs in particular have been very volatile, with significant rates of inflation over the last year. Before proceeding with obtaining funding with any approach, Strand highly recommends that current budgetary costs be obtained to reflect the current economic conditions.

CONCLUSION

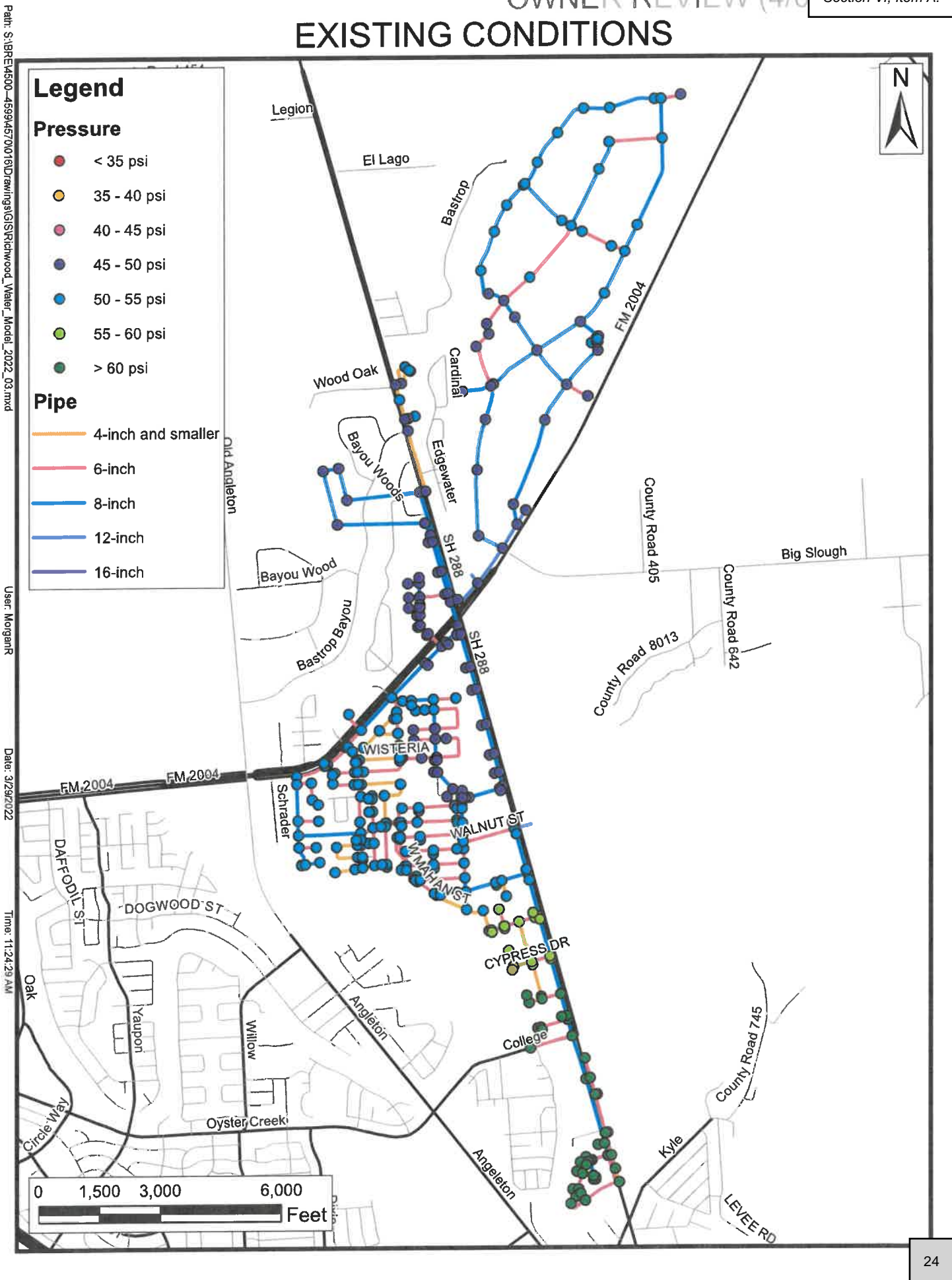
Based upon the projected growth, a new EST is required to meet TCEQ code requirements. Either a 150,000- or 200,000-gallon tank would satisfy these requirements. Given the relatively small increase in cost, strong consideration should be given toward the larger tank, as it provides greater operation capability when a tank is down for recoating and provides for greater future growth at a relatively low cost per addition gallon.

Based on Strand analysis, the location of the new EST north of FM 2004 appears to be most effective. The actual location at either the NWP or Intersection is dependent upon where the anticipated growth will occur. Either location is suitable.

Increasing the existing tank elevation and increasing the overflow elevation of the new EST can provide additional system pressure and improve fire flows. Fire flows less than 500 gpm still exist but appear to be more a function of the local pipe size than the HGL of the tank. Raising the EST is a significant effort and may require modifications to all existing pumping equipment, in addition to raising the overflow of the EST. Based upon the modeling, the existing EST and proposed EST should typically provide adequate pressure, with all pressures generally staying above the minimum TCEQ code requirements.

**APPENDIX A
SYSTEM PRESSURES**

EXISTING CONDITIONS



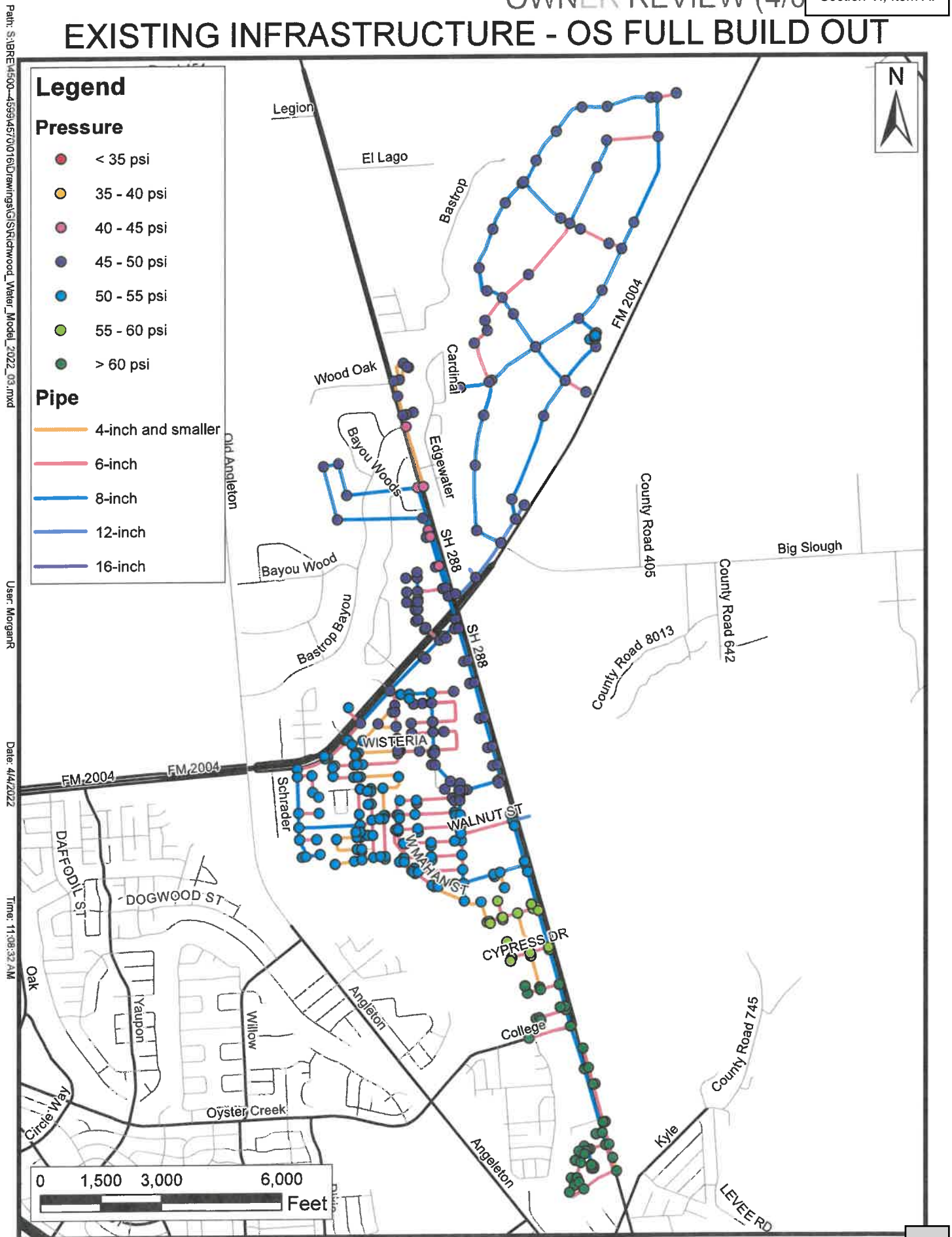
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User: MorganR

Date: 3/29/2022

Time: 11:24:29 AM

EXISTING INFRASTRUCTURE - OS FULL BUILD OUT



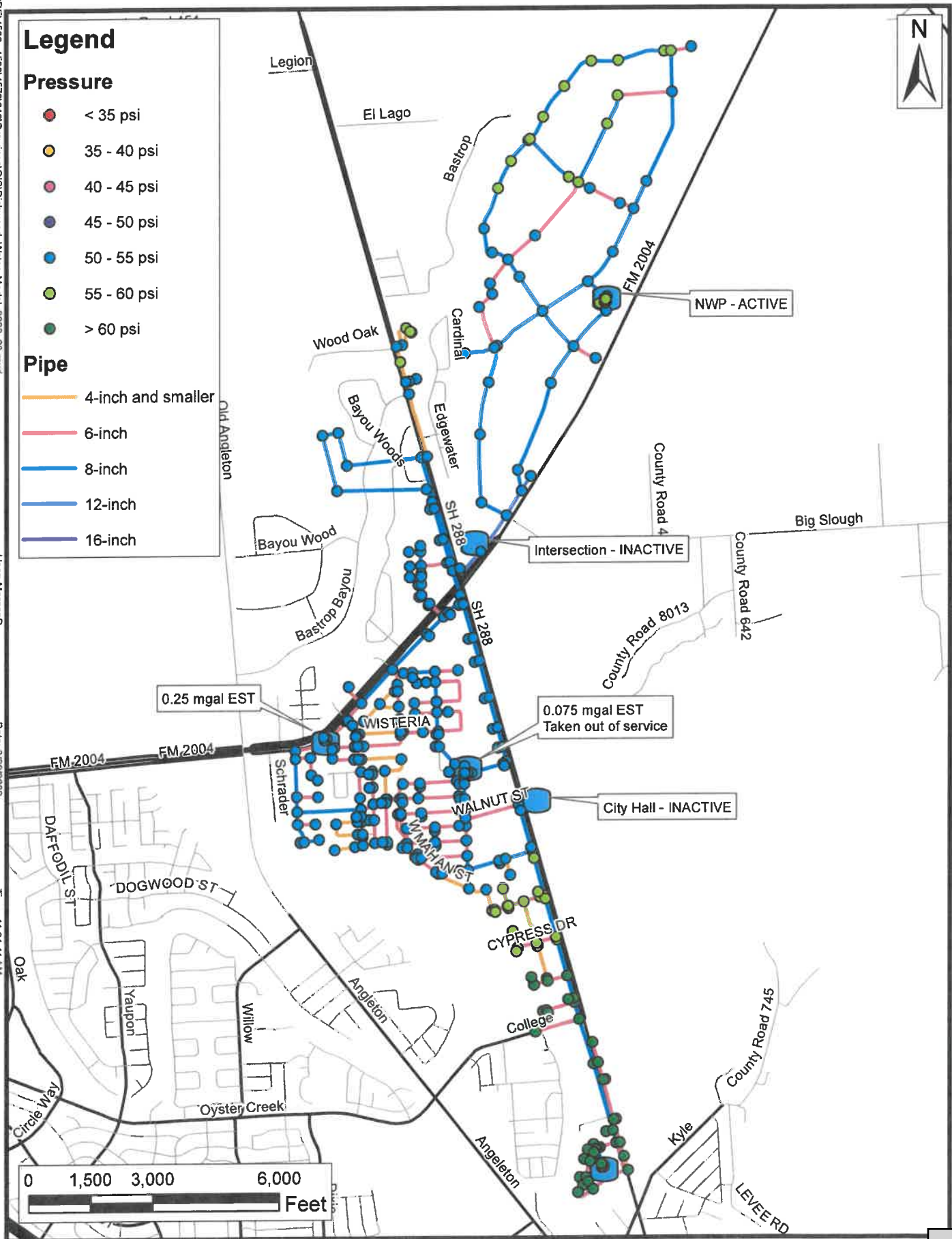
1A - NWP- CURRENT OVERFLOW

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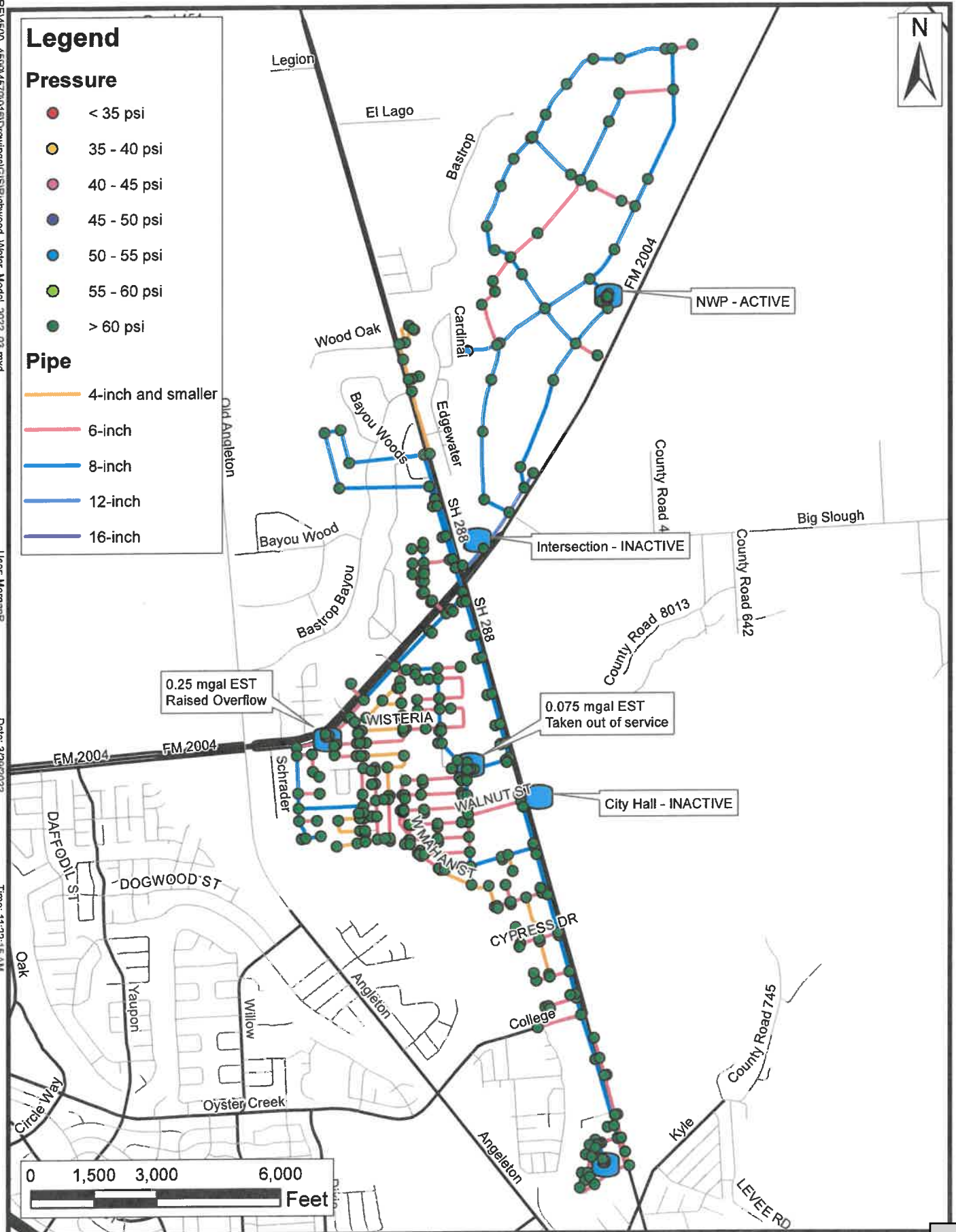
1B - NWP- RAISED OVERFLOW

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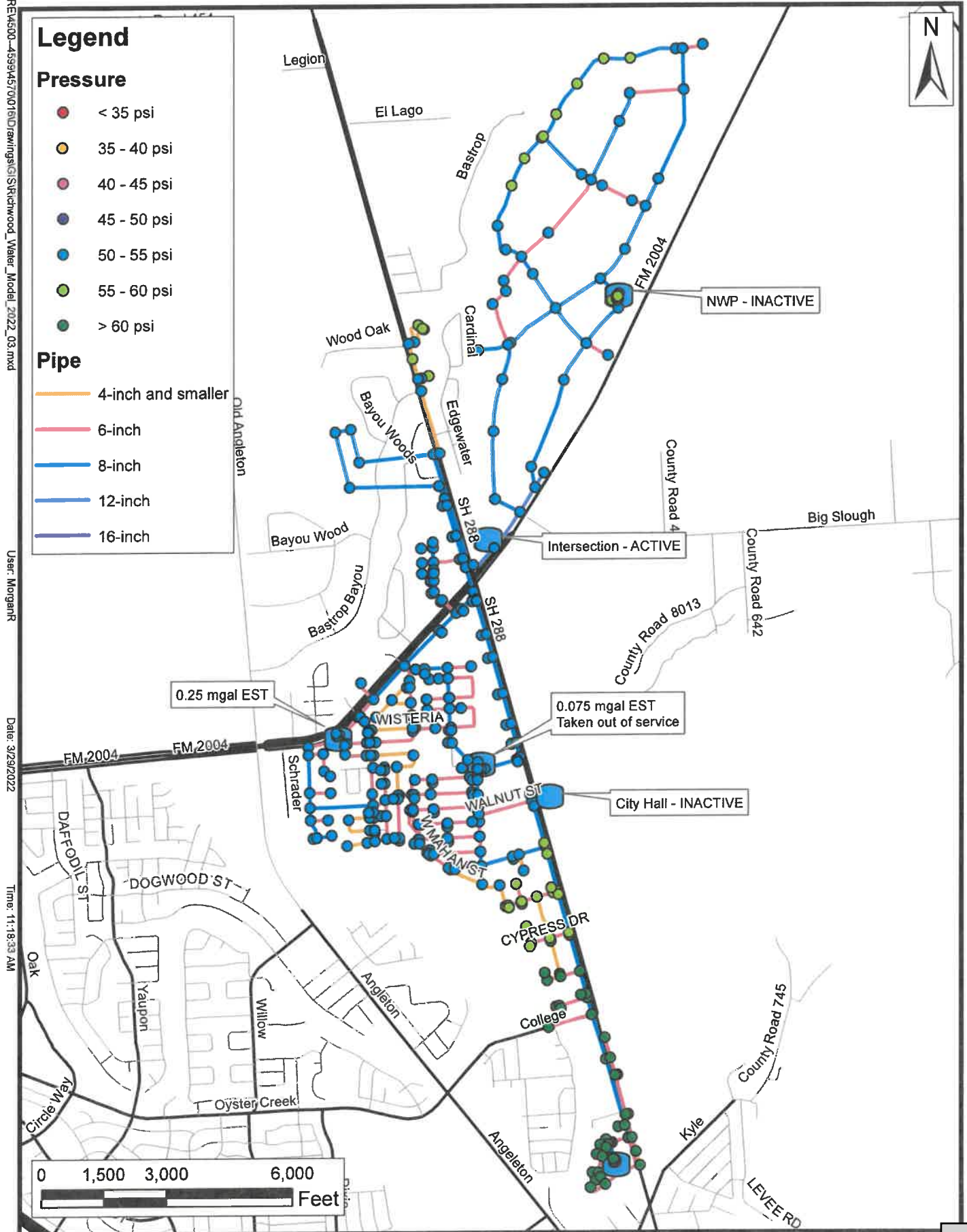
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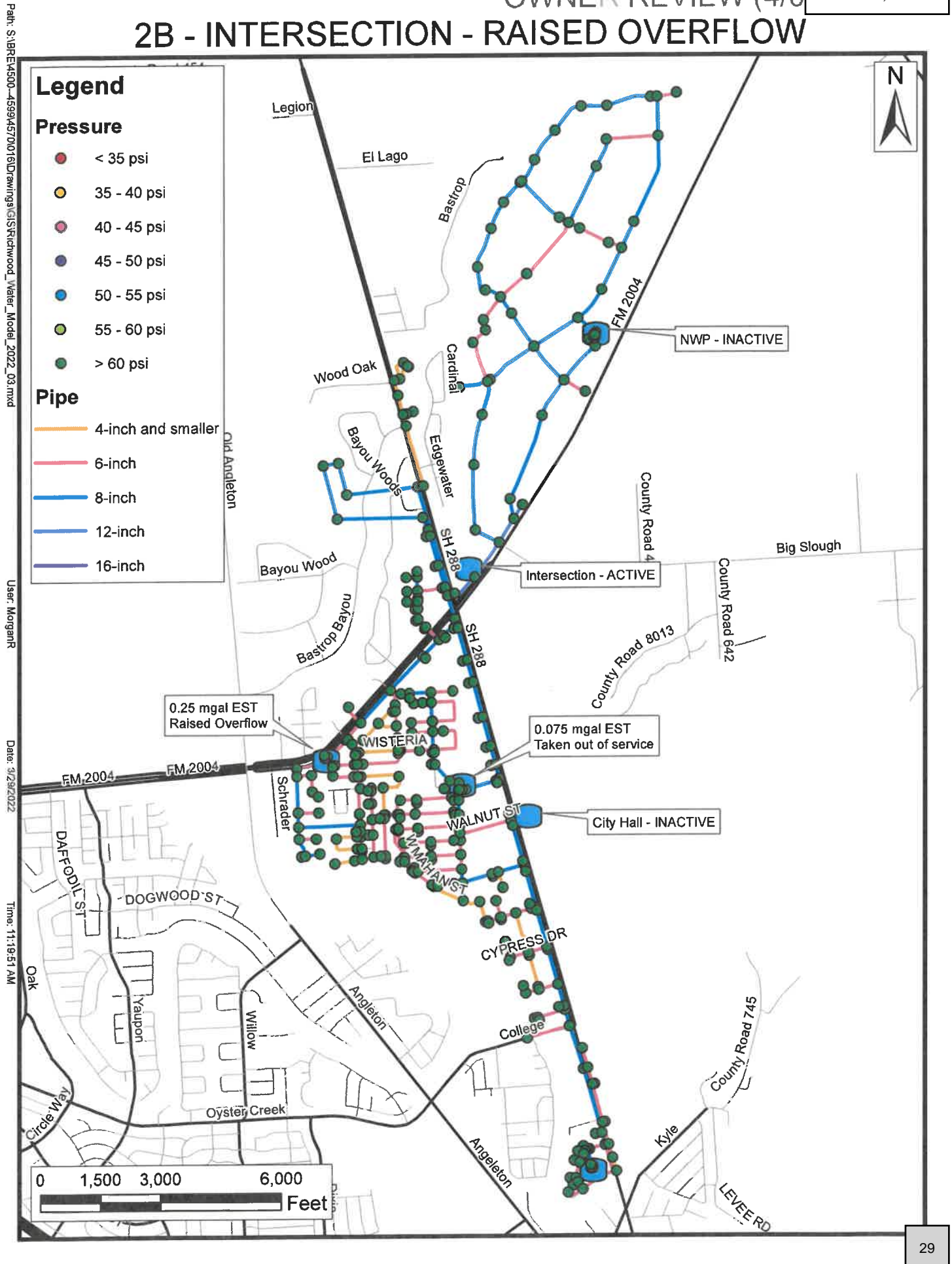
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2A - INTERSECTION - CURRENT OVERFLOW



2B - INTERSECTION - RAISED OVERFLOW



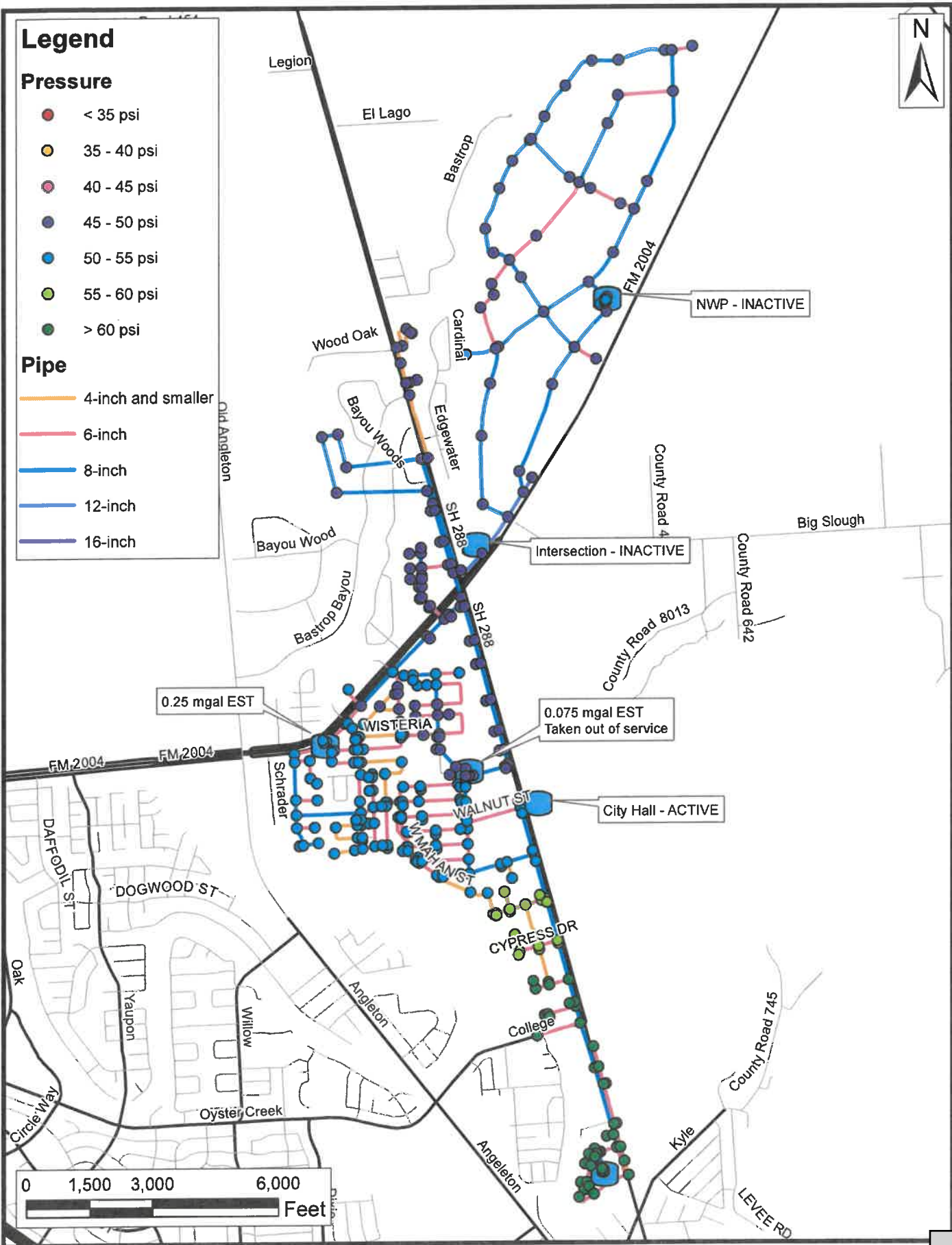
3A - CITY HALL - CURRENT OVERFLOW

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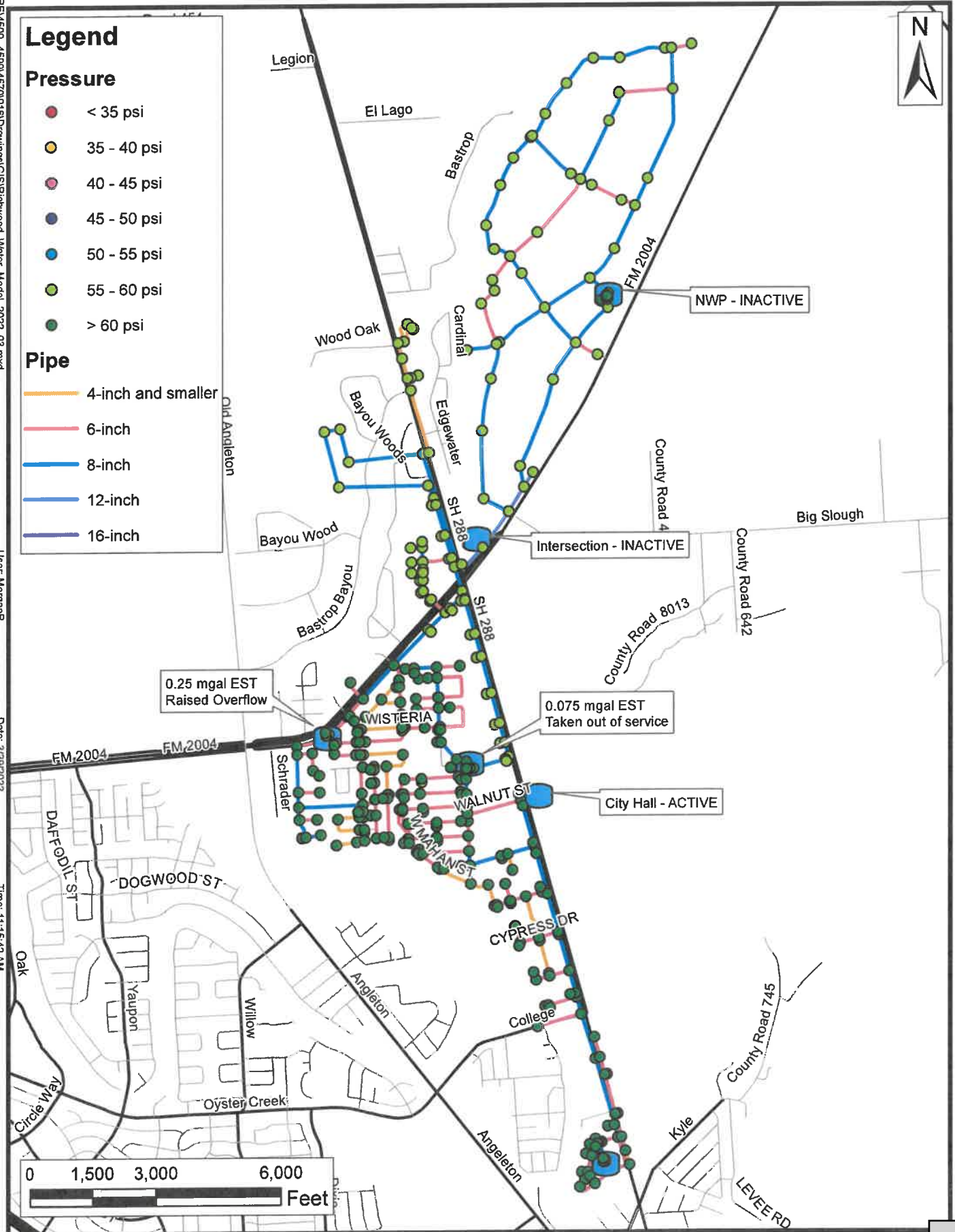
3B - CITY HALL - RAISED OVERFLOW

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Date: 3/29/2022

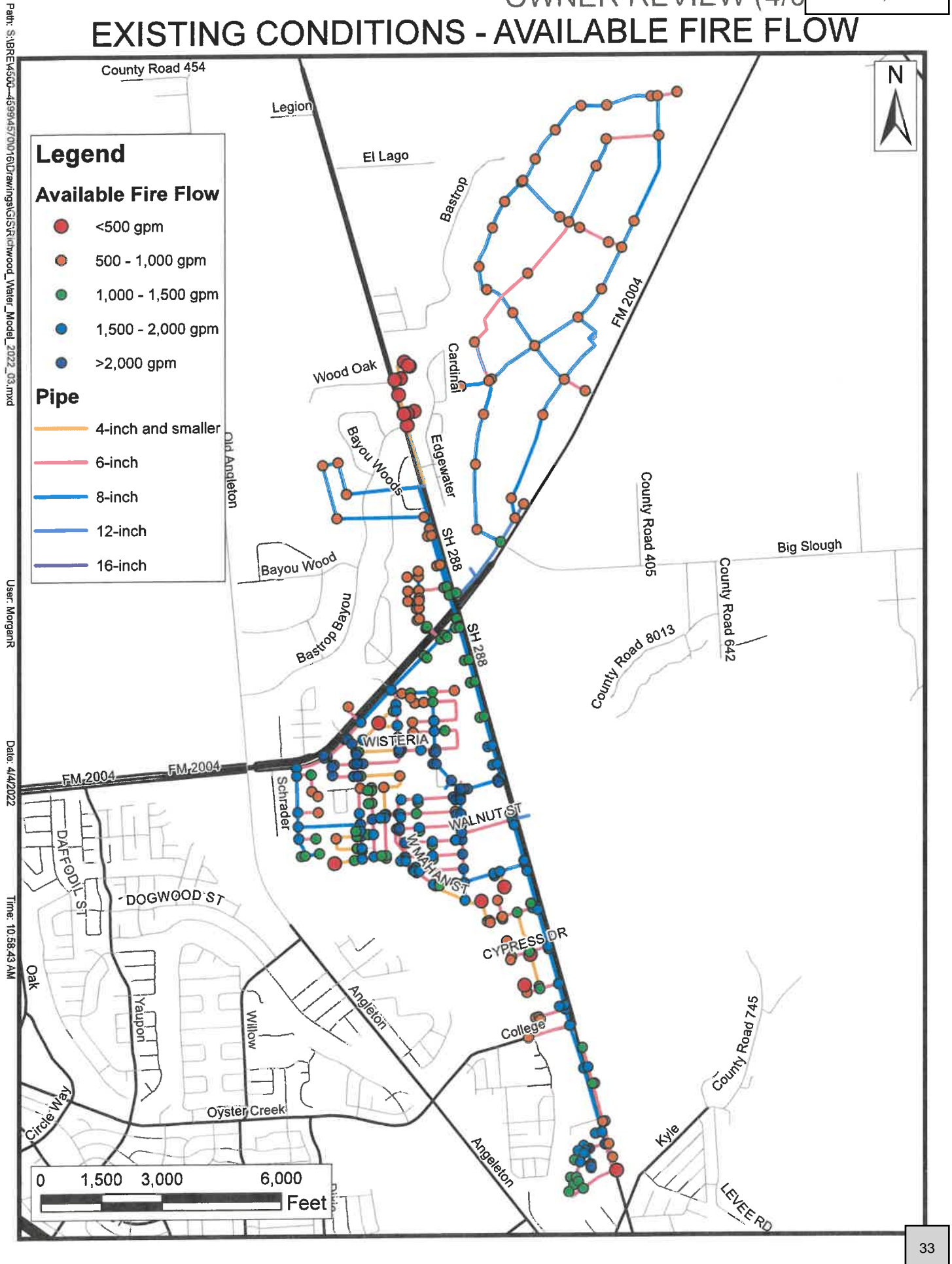
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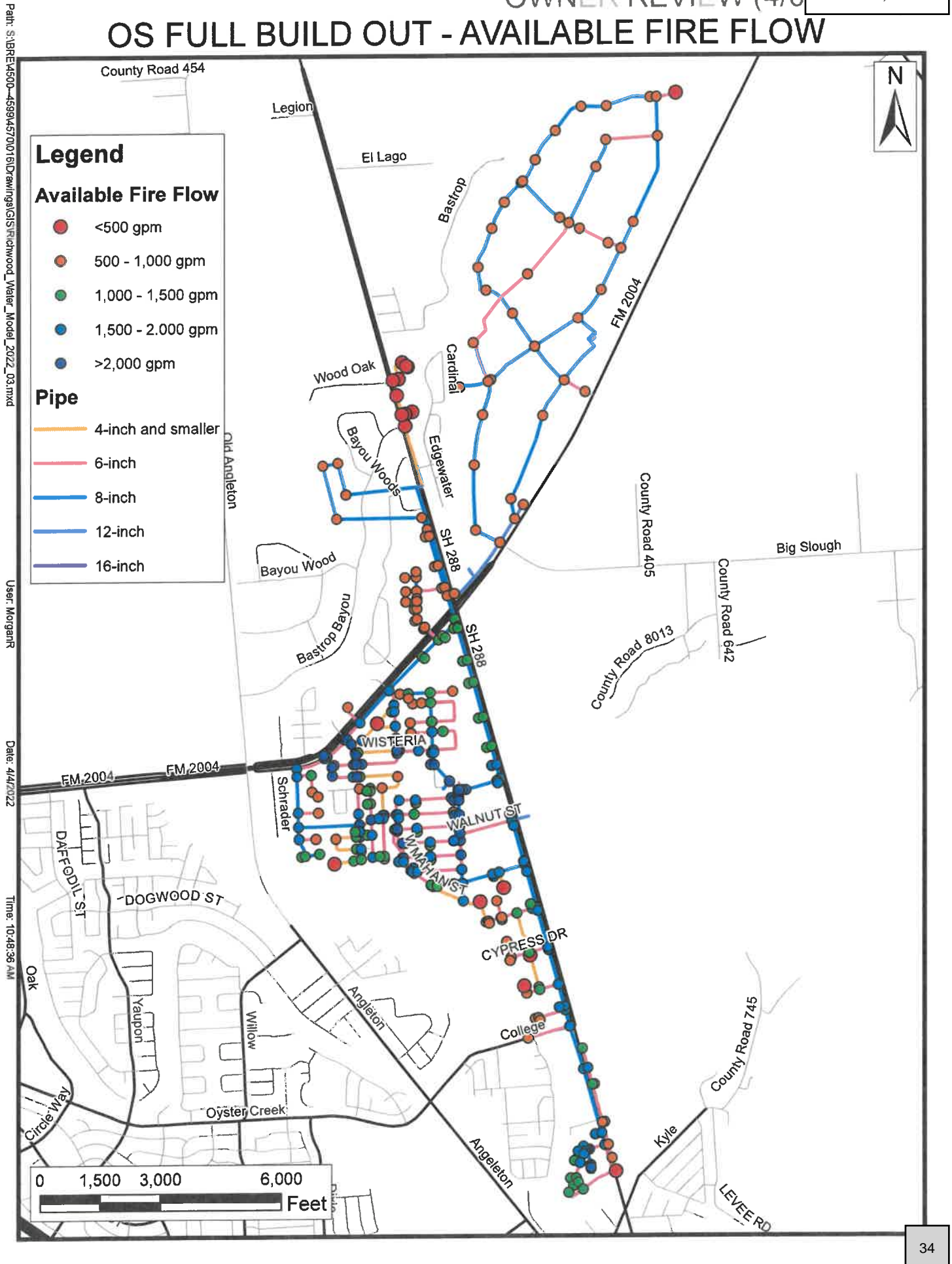
APPENDIX B

AVAILABLE FIRE FLOW

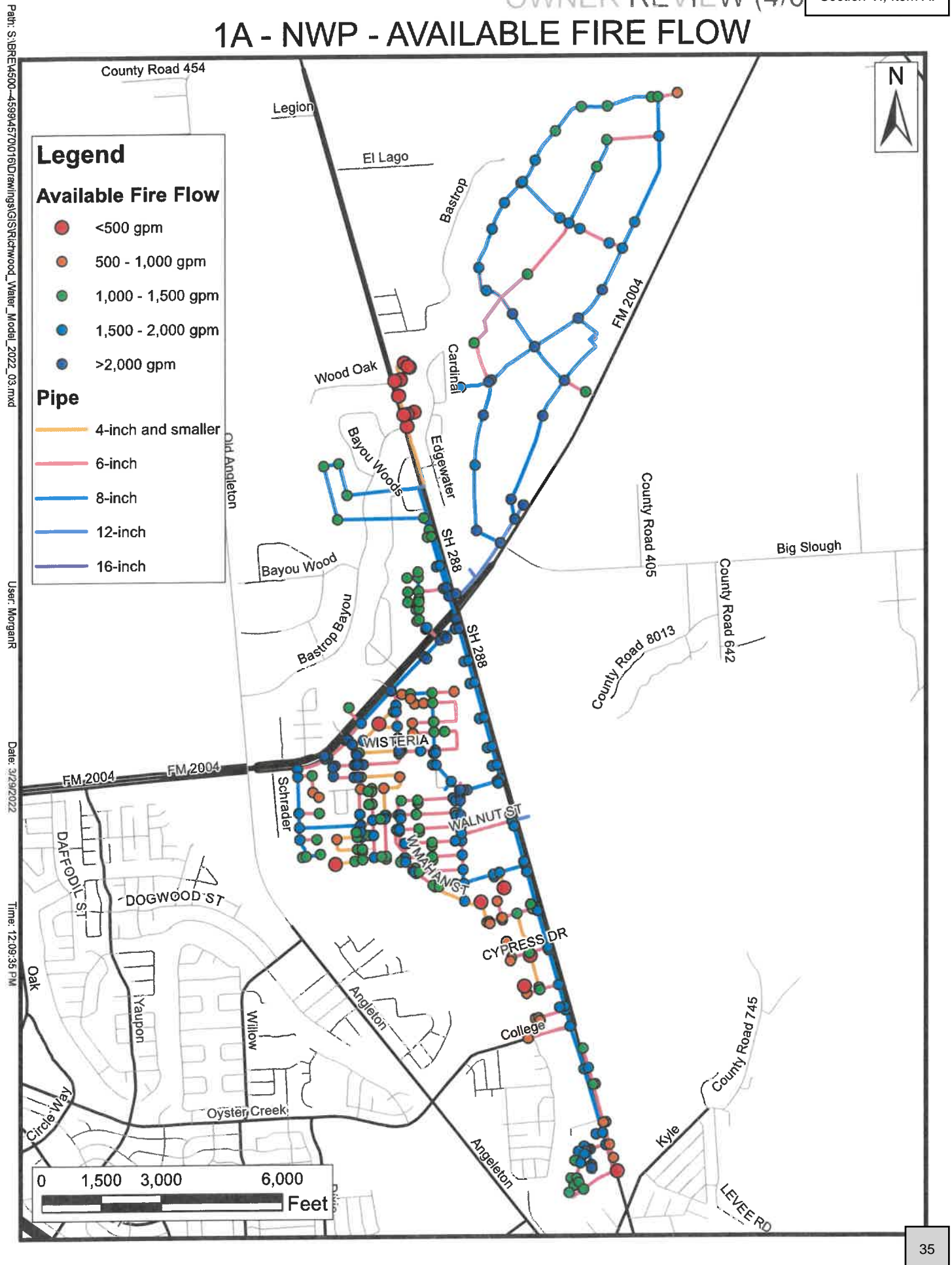
EXISTING CONDITIONS - AVAILABLE FIRE FLOW



OS FULL BUILD OUT - AVAILABLE FIRE FLOW



1A - NWP - AVAILABLE FIRE FLOW

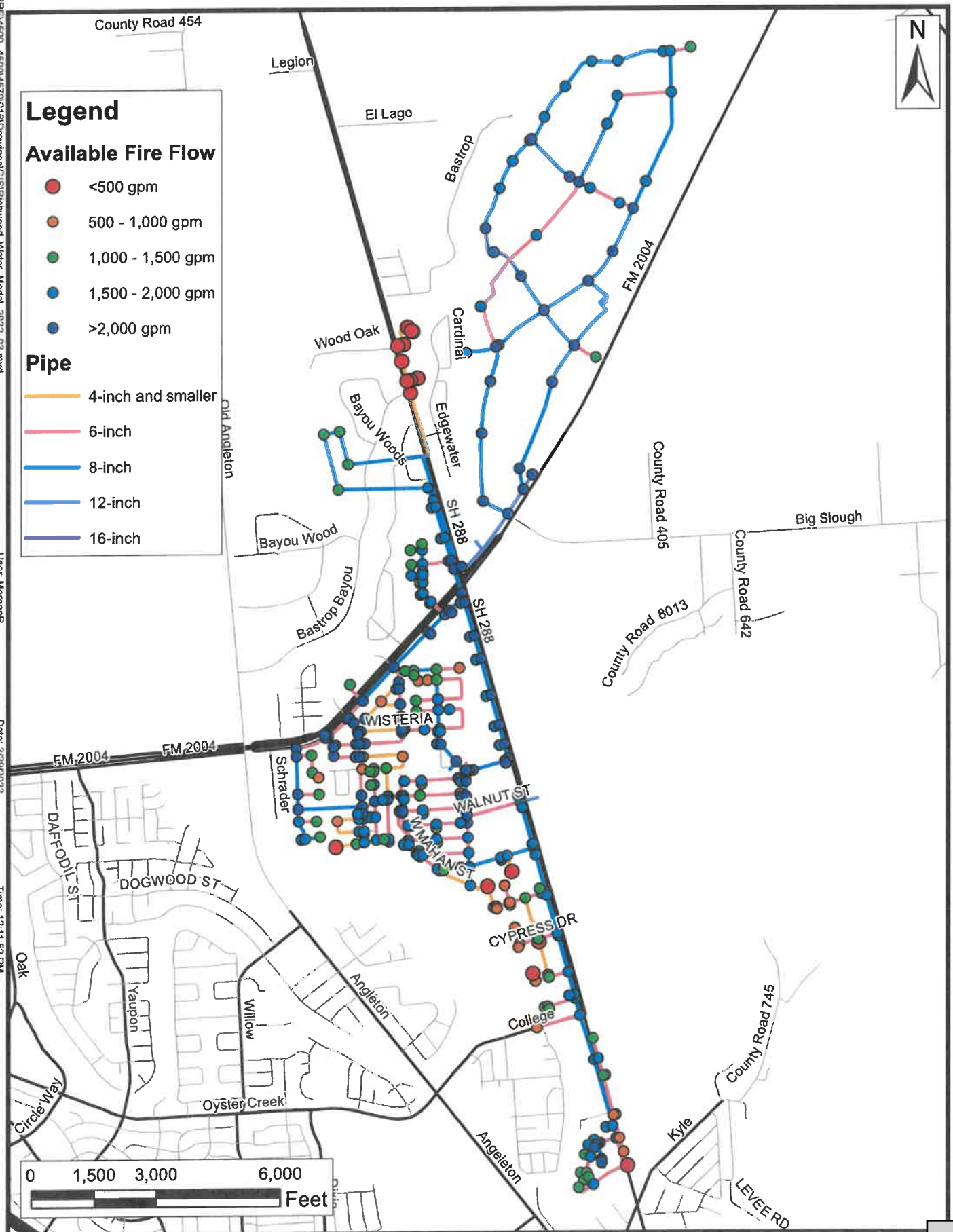


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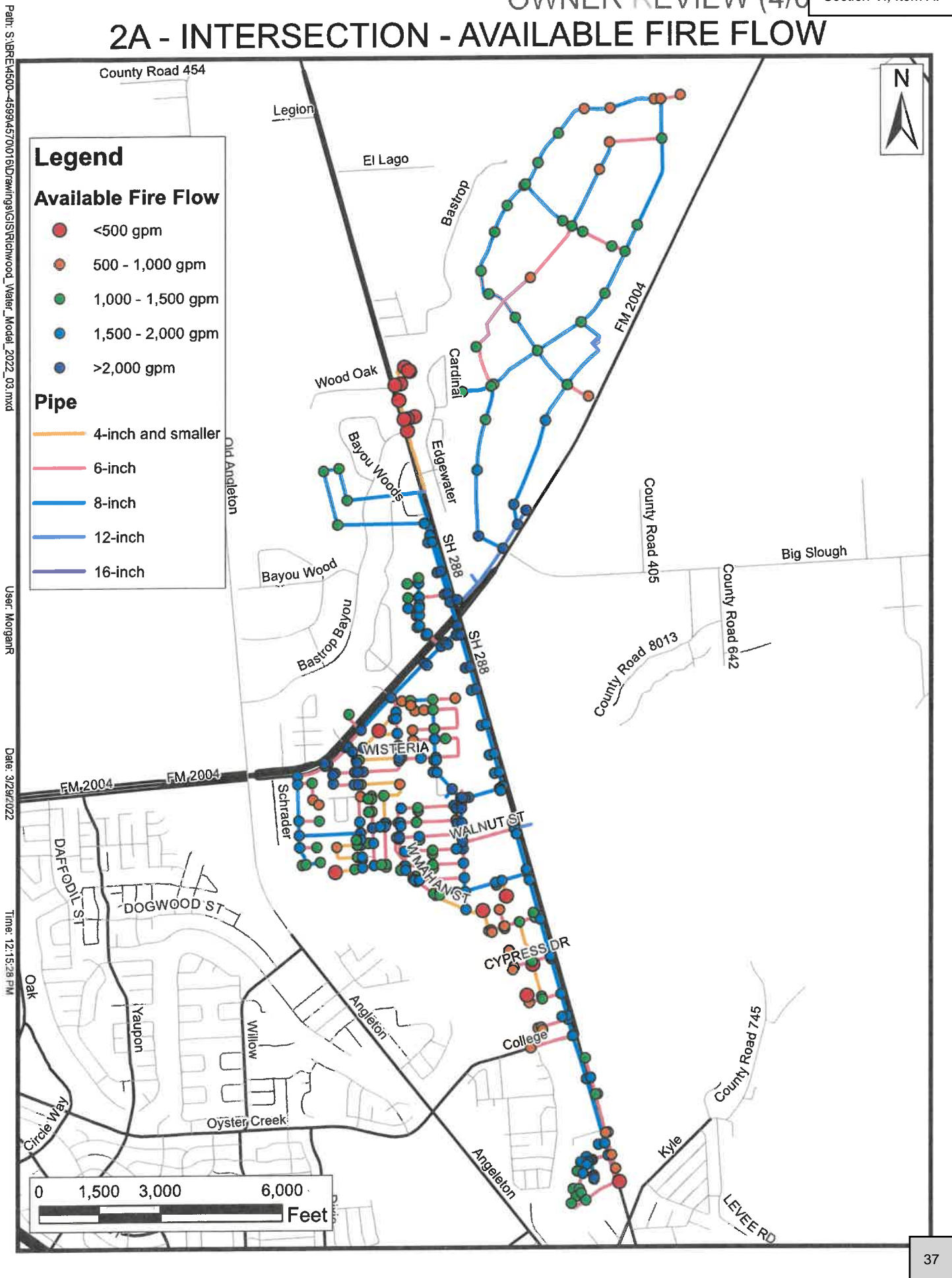
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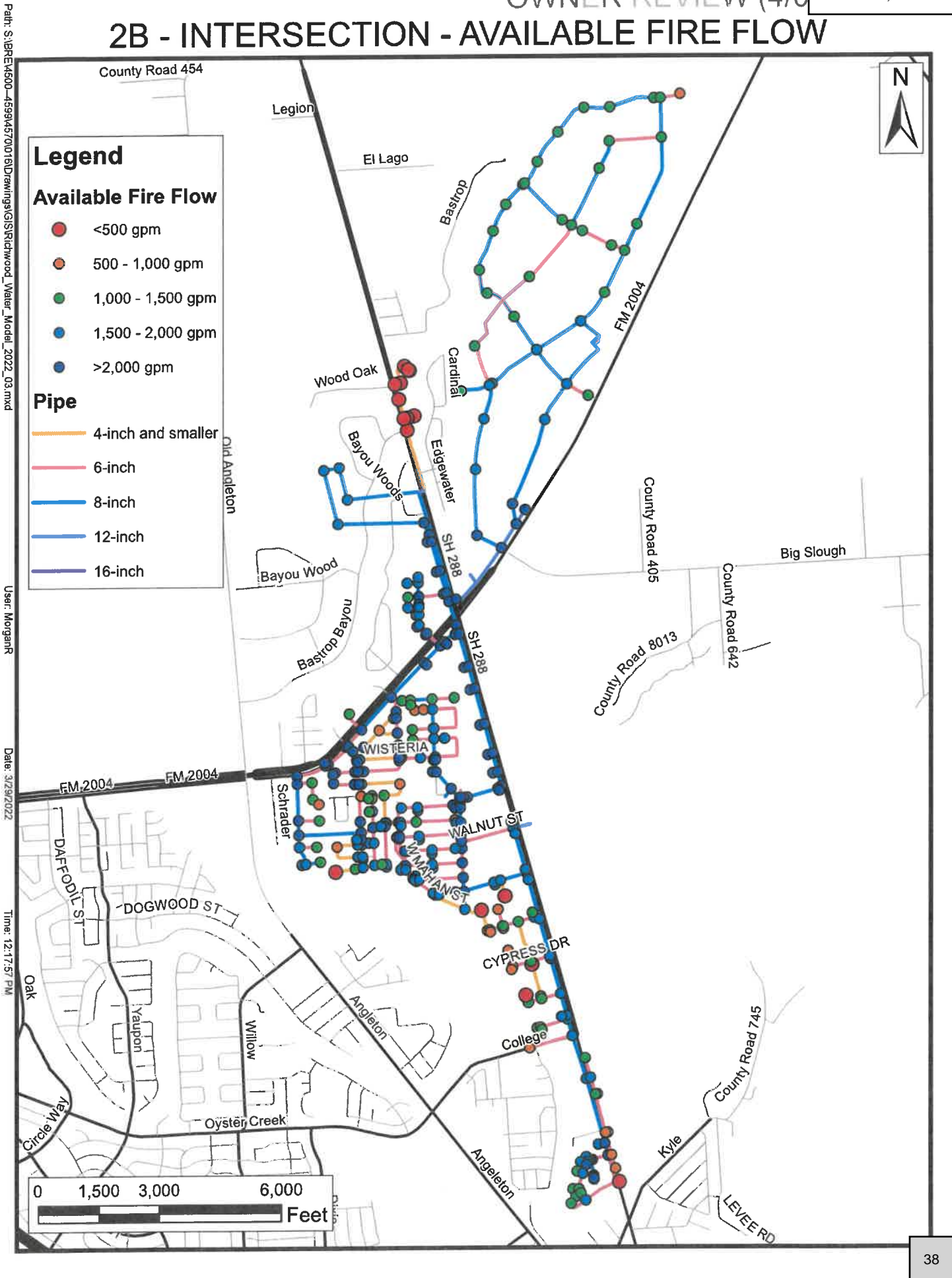
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2A - INTERSECTION - AVAILABLE FIRE FLOW



2B - INTERSECTION - AVAILABLE FIRE FLOW



City of Richwood

TEXAS

AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: ENGINEERING REPORT (ELEVATED STORAGE)

SUMMARY:

Strand Associates has provided Richwood with a capacity check for the Water System based on TCEQ's PWS compliance requirements. The five compliance criteria for Public Water Systems are distribution pressure, well capacity, pumping capacity, total storage, & elevated storage. Based on staff's estimates, Richwood will be at the 85th percentile of capacity to serve its customers with regards to elevated storage when Oakwood Shores and Marquis of Magnolia are fully developed. The 85th percentile of capacity to serve is the maximum a PWS can grow before planning for increased water infrastructure must begin to maintain compliance with TCEQ's standards.

City Improvements - TCEQ Requirements							
Description	TCEQ Requirement	TCEQ Minimum Capacity Requirement	Current Capacity	Current Connections	Allowable Connections with Current Capacity	85% TCEQ Allowable Connections with Current Capacity	Projection Year for 85% Connections ²
Well + BWA Capacity	0.6 gpm/conn	1,488 gpm	2,053 gpm	2,480	3,422	2,908	2027
Total Storage Capacity	200 gal/conn	496,000 gal	1,005,000 gal	2,480	3,025	4,271	2043
Service Pumping Capacity	0.5 gpm/conn (PHD) ¹	1,240 gpm	1,900 gpm	2,480	3,800	3,230	2030
Elevated Storage Capacity	100 gal/conn	248,000 gal	325,000 gal	2,480	3,250	2,763	2022
Emergency Power	0.35 gpm/conn	No emergency power requirement when Elevated Storage requirement is satisfied					

1 Calculated Peak Hour Demand (PHD), or 2.0 gpm/conn, whichever is less

2 Based on an average increase of 30 homes per year

BACKGROUND INFORMATION:

Once staff could anticipate that additional elevated storage for Richwood was going to be a requirement, it forced staff to investigate further benefits that could be gained with the addition of future elevated storage.

All aspects of future elevated storage needed to be considered and studied to ensure the best possible outcome for future water service to Richwood's customers. Council allowed Strand Associates to conduct a study to determine best geographical location and overall elevation of future elevated storage.

ISSUE:

FISCAL IMPACT:

RECOMMENDATION:

No action required



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: ARPA ENGINEERING AGREEMENT AND SUPPLEMENTAL TASK ORDER

SUMMARY:

After receiving cost opinions from Strand Associates for the current ARPA Grant project list, it was determined that costs for engineering/design, grant administration, and construction would put Richwood over their grant budget of \$988,170.00.

BACKGROUND INFORMATION:

Richwood staff requested of Strand Associates to amend their fees for the current ARPA project list. This would allow Richwood to submit a project list to the Texas GLO that remained within the confines of the current budget. Strand Associates has submitted a supplemental task order. Both costs outlined in the agreement and Supplemental Task Order illustrates the full cost of engineering and design services for the approved ARPA project list.

ISSUE:

FISCAL IMPACT:

Richwood staff has rearranged the order in which projects from the current ARPA project list will be constructed to minimize chances of going over budget. The costs of engineering and design services the exceeds Richwoods grant budget of \$988,170.00 is currently \$35,370.00. Any future fiscal impact to the City of Richwood will be the sole decision of City Council.

RECOMMENDATION:

I recommend that Council make a motion to approve the agreement between Strand Associates and the City of Richwood and Strand Associates Supplemental Task Order for engineering and design services for ARPA Grant Projects.



Strand Associates, Inc.
1906 Niebuhr Street
Brenham, TX 77833
(P) 579-826-7837

CITY OF RICHWOOD, TEXAS
AMERICAN RESCUE PLAN ACT
LIFT STATION AND WATER WELL GENERATORS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
STRAND PROJECT NO. P211.026
April 1, 2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT COST	TOTAL COST
CONSTRUCTION					
1.	Well No. 5 Generator with Automatic Transfer Switch. (480-Volt (V), 3-Phase, 100-Kilowatt (KW), 200-Amperage (Amp), Natural Gas-Powered).	1	LS	\$ 109,000.00	\$ 109,000.00
2.	Lift Station No. 1 and Service Center Generator with Automatic Transfer Switch. (480-V, 3-Phase, 125-KW, 400-Amp, Natural Gas-Powered).	1	LS	\$ 118,000.00	\$ 118,000.00
Subtotal Construction Cost (Rounded):					\$ 227,000.00
20% Contingency (Rounded):					\$ 46,000.00
TOTAL CONSTRUCTION COST:					\$ 273,000.00
ENGINEERING AND GRANT ADMINISTRATION					
1.	ENGINEERING—Design, Bidding, and Construction-Related Services.				\$ 74,670.00
2.	GRANT ADMINISTRATION.				\$ 28,250.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST:					\$ 375,920.00

Ryan D. Tinsley, P.E., ENV SP
Strand Associates, Inc.* (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, TX 77833



Ryan D. Tinsley
4/1/2022

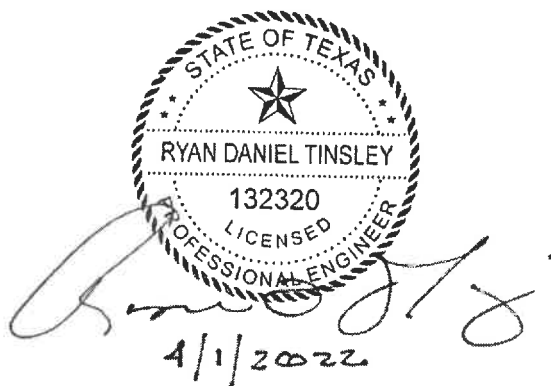


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1906 Niebuhr Street
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CITY OF RICHWOOD, TEXAS
AMERICAN RESCUE PLAN ACT
SOUTH WATER PLANT BOOSTER PUMP REPLACEMENTS
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
STRAND PROJECT NO. P211.026
April 1, 2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT COST	TOTAL COST
CONSTRUCTION					
1.	Mobilization.	1	LS	\$ 30,000.00	\$ 30,000.00
2.	Metal Roof Structure with Concrete Slab over Booster Pumps (34- by 10-Foot).	1	LS	\$ 40,000.00	\$ 40,000.00
3.	Metal Roof Structure over Existing Concrete Slab and Electrical Controls.	1	LS	\$ 10,000.00	\$ 10,000.00
4.	Centrifugal Booster Pumps.	3	EA	\$ 40,000.00	\$ 120,000.00
5.	Ductile Iron Piping, Buried, Mechanical Joint, Various Sizes, and Miscellaneous Fittings.	300	LF	\$ 120.00	\$ 36,000.00
6.	Ductile Iron Piping, Aboveground, Flanged, Various Sizes, and Miscellaneous Fittings.	1	LS	\$ 60,000.00	\$ 60,000.00
7.	Gate Valves, Aboveground, Flanged, and Various Sizes.	8	EA	\$ 4,500.00	\$ 36,000.00
8.	Check Valves, Aboveground, Flanged, and Weighted Arm or Spring.	3	EA	\$ 6,000.00	\$ 18,000.00
9.	Electrical Conduit and Wire.	1	LS	\$ 60,000.00	\$ 60,000.00
10.	Trench Safety.	1	LS	\$ 5,000.00	\$ 5,000.00
11.	Seeding and Restoration.	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Construction Cost (Rounded):					\$ 420,000.00
20% Contingency (Rounded):					\$ 84,000.00
TOTAL CONSTRUCTION COST:					\$ 504,000.00
ENGINEERING AND GRANT ADMINISTRATION					
1.	ENGINEERING--Design, Bidding, and Construction-Related Services.				\$ 80,000.00
2.	GRANT ADMINISTRATION.				\$ 28,250.00
TOTAL ENGINEER'S OPINION OF PROBABLE PROJECT COST:					\$ 612,250.00

Ryan D. Tinsley, P.E., ENV SP
Strand Associates, Inc.* (TBPE No. F-8405)
1906 Niebuhr Street
Brenham, TX 77833



AGREEMENT FOR ENGINEERING AND/OR ARCHITECTURAL SERVICES**PART I—AGREEMENT**

THIS AGREEMENT, entered into the _____ day of _____, 20____, by and between the City of Richwood, Texas, hereinafter called the “City,” acting herein by the Honorable Steve Boykin, Mayor, hereunto duly authorized, and Strand Associates, Inc.®, hereinafter called “Firm,” acting herein by Joseph M. Bunker, its corporate secretary.

WITNESSETH THAT:

WHEREAS, the City desires to install two natural gas generators at Well No. 5 and Lift Station No. 1, and replace the booster pumping station at the South Water Plant under the general direction of the American Rescue Plan Act (hereinafter called ARPA) administered by the United States Department of the Treasury (Treasury); and

WHEREAS, the City desires to engage Firm to render engineering services in connection with ARPA Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Firm will perform the services set out in **PART II—SCOPE OF SERVICES**.
2. ARPA Compliance
The Firm agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
3. Time of Performance
The services of the Firm shall commence upon execution of this Agreement, which is anticipated on May 9, 2022. In any event, all of the services required and performed hereunder shall be completed no later than December 31, 2024, or the project(s) administrative closure date of December 31, 2026, as defined by the Treasury, whichever is later. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
4. Local Program Liaison
For purposes of this Agreement, the GrantWorks project manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
5. Maintenance of and Access to Records
The Firm shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Firm in order to conduct audits or other investigations. Records shall be maintained by the Firm for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.
6. Compensation and Method of Payment
The Firm shall be compensated with a negotiated fixed fee of \$154,670. Payment to the Firm shall be based on satisfactory completion of identified milestones in **PART III—PAYMENT SCHEDULE**, of this Agreement.

7. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including reasonable attorney's fees arising out of the Firm's negligent performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker's compensation, and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and according to the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Agreement.

9. Extent of Agreement

This Agreement which includes Parts I-V; and, if applicable, the following exhibits/attachments: A through F; represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:

(Local City Official)

Steve Boykin
(Printed Name)

Mayor
(Title)

BY:

(Firm's Authorized Representative)

Joseph M. Bunker
(Printed Name)

Corporate Secretary
(Title)

PART II—SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project.

PROJECT DESCRIPTION

The Scope of Services is to provide design, bidding-related, and construction-related services for a natural gas generator at Well No. 5 (480-volt, 3-phase, 100 kilowatt [KW], 200 amp), a natural gas generator at Lift Station No. 1/Service Center (480-volt, 3-phase, 125 KW, 400 amp), and improvements at the South Water Plant. The improvements at the South Water Plant include replacement of three booster pumps, related site piping and valves, installation of a metal roof structure with concrete slab for the booster pumps, and installation of a metal roof structure over an existing concrete slab for existing electrical controls.

It is anticipated that this project will include two Construction Contracts: (1) Natural Gas Generators and (2) South Water Plant Improvements.

SCOPE OF SERVICESDesign Services

1. Conduct a kickoff meeting to review project schedule and deliverable milestones; develop project parameters; discuss preliminary sizing for generators and booster pumps; and gather information.
2. Communicate with electrical and natural gas utilities, as needed.
3. Prepare and submit 60 and 90 percent design drawings (including a title sheet, an index sheet, site layout sheets, and standard detail sheets) in accordance with City standards, technical specifications, bid form, and opinion of probable construction cost (OPCC) to review with the City. Attend up to four design review meetings with the City (two for each Construction Contract).
4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings for two Construction Contracts.
5. Assist the City with permit applications for the Texas Commission on Environmental Quality (TCEQ) for two Construction Contracts.

Bidding-Related Services

1. Distribute Bidding Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit Advertisement to Bid to newspaper of City's choice for publishing for two Construction Contracts.
2. Prepare addenda and answer questions during bidding, attend bid opening, tabulate and analyze bid results, and assist City in award of two Construction Contracts.
3. Review construction contractors' eligibility through www.SAM.gov prior to contract award for two Construction Contracts.
4. Prepare four sets of Contract Documents for execution by the contractor and City for two Construction Contracts.

Construction-Related Services

1. Provide contract administration services for two Construction Contracts, including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, responding to questions from the contractor and City, periodic site visits, and participation in project closeout. Services are based on a 360-day total construction schedule.
2. Provide record drawings in electronic format for two Construction Contracts from information compiled from the contractor's records. Firm is providing drafting Services only for record drawings based on the records presented to Firm by contractor and City. Firm will not be liable for the accuracy of the record drawing information provided by contractor and City.

SUBCONTRACTS

1. No services under this Agreement shall be subcontracted by the Firm without prior approval, in writing from the City.
2. The Firm shall, prior to proceeding with the services, notify the City in writing of the name of any subcontractors proposed for the services, including the extent and character of the services to be done by each.
3. If any time during the progress of the services, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to the Treasury, Texas Commission on Environmental Quality, and the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$250,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$10,000,000, as stated in the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance Section B Project and Expenditure Report, number 8 j 1 on page 21 must be in compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3);
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - e. For contracts in excess of \$10,000,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - f. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
 - g. The Firm and its subcontractors will comply with CFR 200.216 which prohibits obligating or expending loan or grant funds to procure, obtain, extend or contract with services or systems that use covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- h. The Firm and its subcontractors will comply with CFR 200.322 which requires as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for services or products under this award.
- 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this Agreement to any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the Treasury, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 10. The Firm will include in all contracts and subcontracts a requirement that the subcontractor maintain all relevant project records for five (5) years after the City has made final payment to the subcontractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's services performed under this Agreement shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the services herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III–PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

MILESTONES	PERCENTAGE OF CONTRACT FEES
Acceptance of 60 Percent Engineering Plans and Specifications by City	<u>40%</u>
Approval of 90 Percent Plans and Specifications by City	<u>35%</u>
Bidding-Related Services	<u>20%</u>
Construction-Related Services	<u>5%</u>
TOTAL	<u>100%</u>
<i>Note: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in PART II–SCOPE OF SERVICES.</i>	



PART IV—TERMS AND CONDITIONS**1. USE OF FUNDS**

- a. City understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the “Act”), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. City will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. PERIOD OF PERFORMANCE

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, City may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. REPORTING

Firm agrees to provide timely information aiding the City with any reporting obligations established by the Treasury as they relate to this award.

4. ACCESS TO RECORDS

In accordance with 2 CFR 200.337, during the Agreement’s time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Firm which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

5. PRE-AWARD COSTS

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. ADMINISTRATIVE COSTS

City may use funds provided under this award to cover both direct and indirect costs.

7. COST SHARING

Cost sharing or matching funds are not required to be provided by the City.

8. CONFLICTS OF INTEREST

City understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. City must disclose in writing to the Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. COMPLIANCE WITH APPLICABLE RULES AND REGULATIONS.

- a. City agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. City also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and City shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine, are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F—Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. City Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. **REMEDIAL ACTIONS**
In the event of City's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. **HATCH ACT**
City agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. **FALSE STATEMENTS**
City understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of City] by the U.S. Department of the Treasury."

14. DEBTS OWED THE FEDERAL GOVERNMENT

- a. Any funds paid to City (1) in excess of the amount to which City is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by City shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by City. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or Agreement for ARPA Administration Services. The Treasury will take any actions available to it to collect such a debt.

15. DISCLAIMER

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

16. PROTECTIONS FOR WHISTLEBLOWERS

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

17. INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), City should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), City should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

19. **TERMINATION OF AGREEMENT FOR CAUSE**

In accordance with 2 CFR 200 APPENDIX II (B), if the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall provide written notice to Firm reasonably specifying the failure or violation. If Firm fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, City thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Firm. Firm shall be entitled to receive just and equitable compensation for any services satisfactorily completed hereunder. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Agreement shall, at the option of the City, become its property.

20. **TERMINATION OF AGREEMENT FOR CONVENIENCE**

Either the City or the Firm may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Firm, will be paid for the time provided and expenses incurred up to the termination date. In such an event, all finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm under this Agreement shall, at the option of the City, become its property.

21. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689, 2 CFR part 180)**

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

22. **FEDERAL COMPLIANCE**

During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- a. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. **Section 504 Rehabilitation Act of 1973, as amended.** The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- c. **AGE DISCRIMINATION ACT OF 1975.** The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- d. **SECTIONS 106(b), 102(a)(4) and A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

- e. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Firm agrees as follows:
- i. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Firm's legal duty to furnish information.
 - iv. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the Firm's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The Firm will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

23. **CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

- a. The Firm must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

24. **PATENT RIGHTS AND INVENTIONS**

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

25. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

26. **ENERGY EFFICIENCY**

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

27. **VERIFICATION NO BOYCOTT ISRAEL**

As required by Chapter 2271.002, Texas Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel," as defined by §808.001(1) of the Texas Government Code,

means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

28. **NO FOREIGN TERRORIST ORGANIZATIONS**

Pursuant to Chapter 2252.152, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same

- i. engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or
- ii. is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

29. **COMBATING TRAFFICKING IN PERSONS**

Pursuant to Chapter 52.222-50 of the F.A.R. the Firm agrees to comply with all provisions of the Combating Trafficking in Persons Act.

30. **TEXAS ETHICS COMMISSION (10 TAC 2252)**

A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) the signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

PART V—APPENDICES

CERTIFICATE OF INSURANCE

SYSTEM FOR AWARD MANAGEMENT RECORD SEARCH

CONFLICT OF INTEREST

DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION REGARDING LOBBYING

CERTIFICATE OF INTERESTED PARTIES FORM 1295

REQUIRED CONTRACT PROVISIONS

FINANCIAL CAPACITY STATEMENT



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 4/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates, LLC. MSN 2901 W. Beltline Hwy. Suite 202 Madison WI 53713		CONTACT NAME: Joe Keal PHONE (A/C, No. Ext): 800-043-0133 FAX (A/C, No): 808-831-4777 E-MAIL ADDRESS: joe.keal@ansay.com	
INSURED Strand Associates, Inc. 910 W. Wingra Drive Madison WI 53715		INSURER(S) AFFORDING COVERAGE INSURER A: CNA Insurance Companies NAIC # 35289 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 26808011** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 <input checked="" type="checkbox"/> XCU EDV. INC. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			8099170076	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8099170062	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			8099170069	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC395129944	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> W/C STATUS-TOBY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Full Prior Acts			AIEH113974097	7/11/2021	7/11/2022	Each Claim Aggregate \$ 2,000,000 Full Prior Acts

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PROJECT: ARPA South Water Plant and Generators
 Project #: 4570.017

CERTIFICATE HOLDER City of Richwood 1800 N. Brazosport Blvd. Richwood TX 77531	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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Entity Registration
Exclusions
Active Exclusions
Inactive Exclusions
Responsibility / Qualification

STRAND ASSOCIATES, INC.

DUNS Unique Entity ID 047260120
SAM Unique Entity ID RXYLDVEKKHS3
CAGE/NCAGE 3PLA7
Expiration Date May 27, 2022
Registration Status Active
Purpose of Registration All Awards
Physical Address 910 W Wingra DR Madison, Wisconsin 53715-1943, United States
Mailing Address 910 W Wingra DR Madison, Wisconsin 53715-1943, United States

*The DUNS number is currently the official Unique Entity ID

Version

Current Record

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

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 Date Received _____	
1 Name of vendor who has a business relationship with local governmental entity. _____		
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;">_____</div> <div style="text-align: center;">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="padding-left: 40px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="padding-left: 40px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </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. _____		
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 _____		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.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: _____
(type or print)

TITLE: _____

(signature)

(date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
<p>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.</p>		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.3; pointer-events: none;"> Must file online at www.ethics.state.tx.us/File </div>																																							
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p>																																									
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p>																																									
<p>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>																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; text-align: left; padding: 5px;">4 Name of Interested Party</th> <th rowspan="2" style="width: 25%; text-align: left; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: left; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%; text-align: center; padding: 5px;">Controlling</th> <th style="width: 20%; text-align: center; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																							
		Controlling	Intermediary																																						
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/></p>																																									
<p>6 UNSWORN DECLARATION</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____, _____, _____, _____, _____.</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right; margin-top: 20px;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

REQUIRED CONTRACT PROVISIONS

The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts may contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. ***Language as of May 21, 2021.**

All Contracts

>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	2 CFR 200.321

	<p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-	2 CFR 200 APPENDIX II (D)

	Federal entity must report all suspected or reported violations to the Federal awarding agency.	
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	<p>consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such</p>	
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	<p>direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
THRESHOLD	PROVISION	CITATION
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
	See 2 CFR §200.316.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200

		APPENDIX II (L)
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARP Act funds. If no such funds are awarded, the contract shall terminate.	Optional
None	The <u>Federal awarding agency</u> and the <u>non-Federal entity</u> should, whenever practicable, collect, transmit, and store <u>Federal award</u> -related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The <u>Federal awarding agency</u> or <u>pass-through entity</u> must always provide or accept paper versions of <u>Federal award</u> -related information to and from the <u>non-Federal entity</u> upon request. If paper copies are submitted, the <u>Federal awarding agency</u> or <u>pass-through entity</u> must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112



February 17, 2022

To Whom It May Concern:

Please accept this letter in support of Strand Associates, Inc. of Madison, WI. Capitol Bank has enjoyed a strong working relationship with Strand Associates, Inc. since 1995. They have handled all of their obligations as agreed. The relationship has always been positive and has included a variety of business transactions.

During our length relationship, we have determined that Strand is one of the strongest engineering firms in the Midwest. Their reputation is well-known and they have demonstrated a strong ability to grow their revenue stream regardless of the prevailing economic condition. Capitol Bank considers Strand a low risk, high quality customer.

For these reasons, it is without hesitation that I recommend Strand Associates, Inc. and confirm that the firm is in excellent financial standing with the Bank. If I can provide further assistance, please do not hesitate to contact me at 608-836-1616.

Sincerely,

Kenneth D. Thompson
President / CEO

Madison
710 N. High Point Road
Madison, WI 53717

P 608.836.1616
F 608.836.1615



Verona
108 E. Verona Avenue
Verona, WI 53593

Member P 608.845.0106
FDIC F 608.845.0109



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F: +1 (608) 240 8632

bakertilly.com

June 28, 2021

To Whom It May Concern:

We are pleased to serve as a reference for Strand Associates, Inc. Having served as the CPA firm for Strand Associates since 2006, Baker Tilly US, LLP has conducted review engagements for the Company; performed audits of the Company's employee benefit plan; prepared corporate tax returns; and provided other consulting services on a regular continuous basis. Throughout our years of service to Strand Associates, we have enjoyed working with several members on the Company's management team, and we consider them to be of high character and integrity.

Strand Associates was formed in 1946 and currently operates from ten offices in several states. The Company has enjoyed a consistent pattern of growth, and was recently ranked among the top 500 design firms in the United States by *Engineering News-Record*. Strand Associates has earned a strong reputation within the communities it serves by delivering quality service on a consistent basis. Based on our personal working experience with the management team, we highly recommend Strand Associates as a vendor and partner to prospective clients. Baker Tilly is grateful for the opportunity to have served Strand Associates for the past fifteen years and we look forward to continuing our relationship for years to come. We can be reached at 608 240 6742 (Dan O'Connor) and 608 240 2667 (Ash Pharo) to answer any specific questions or provide further assistance.

Sincerely,

BAKER TILLY US, LLP

A handwritten signature in dark ink that reads "Daniel T. O'Connor".

Daniel O'Connor, CPA, Partner

A handwritten signature in dark ink that reads "Ash Pharo".

Ash Pharo, CPA, Senior Manager

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Task Order No. 22-02
City of Richwood, Texas (CITY)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Professional Services Agreement dated June 12, 2018

Project Information

Services Name: American Rescue Plan Act (ARPA) South Water Plant and Generators–Survey, Geotechnical, and Part-Time Resident Project Representative (RPR) Services

Services Description: Provide survey, geotechnical, and RPR services for a natural gas generator at Well No. 5 (480-volt, 3-phase, 100 kilowatt [KW], 200 amp), a natural gas generator at Lift Station No. 1/Service Center (480-volt, 3-phase, 125 KW, 400 amp), and improvements at the South Water Plant. The improvements at the South Water Plant include replacement of three booster pumps, related site piping and valves, installation of a metal roof structure with concrete slab for the booster pumps, and installation of a metal roof structure over an existing concrete slab for existing electrical controls.

Scope of Services

ENGINEER will provide the following services to CITY.

Design Services

1. Provide a topographic survey for the Well No. 5 site, Lift Station No. 1/Service Center site, and South Water Plant site. The area of the survey will be within the property limits. Topographic survey will include the location of overhead and marked underground utilities within survey limits as field marked through Texas 811 locate requests. Additional requests and subsequent surveys will be considered additional services.
2. Subcontract with geotechnical consultant to perform a geotechnical investigation for the improvements at the South Water Plant site and prepare a geotechnical report. Subsurface investigation is anticipated to include one soil boring approximately 15 feet deep.

Construction-Related Services

Provide RPR for up to 100 hours of part-time observation of construction. In furnishing observation services, ENGINEER's efforts will be directed toward determining for CITY that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents. Services are based on a 360-day total construction schedule.

TBPE No. F-8405
TBPLS No. 10030000

MR:\mro\R\BRE\Documents\Agreements\R\Richwood, City of (TX)\On-Call Engineering Agreement.2018\TO2022\4570.018.22-02.docx

City of Richwood
Task Order No. 22-02
Page 2
April 29, 2022

Compensation

CITY shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$35,330.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of May 9, 2022. Services are scheduled for completion on December 31, 2024.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:**ENGINEER:**

STRAND ASSOCIATES, INC.®

CITY:

CITY OF RICHWOOD

DRAFT**NOT FOR
SIGNATURE
DRAFT**

Joseph M. Bunker
Corporate Secretary

Date

Eric Foerster
City Manager

Date



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: SOLID WASTE SERVICE CONTRACT

SUMMARY:

The City of Richwood's service contract with Waste Connections must be extended for one year under current contract terms, or the service must go out for bid.

BACKGROUND INFORMATION:

Richwood's current contract with Waste Connections is dated September 1st of 2018 through August 31st of 2021 with an option to renew for two, one-year periods. In 2021 Council voted to extend the contract through 2022.

Historically Richwood has had poor participation by potential contractors when solid waste services have been put out for bid. I was approached by Ameriwave expressing interest in submitting a bid to Richwood for providing solid waste services. This approach by Ameriwave prompted me to request direction from Council to either extend the current contract with Waste Connections or put the service out for bid based on Ameriwave's interest in acquiring Richwood's account.

At the April Council meeting it was requested of me to try to obtain some potential pricing information from Ameriwave to serve as a basis for comparison. An Ameriwave representative informed me that accurate pricing for the service cannot be divulged outside the bid process.

ISSUE:

Any pricing for solid waste services obtained by Richwood would need to be obtained through open record requests to a municipality currently under contract with Ameriwave. Service contracts for this service have numerous factors that determine a contractual price. I feel that any pricing presented to Council would be misleading and insufficient to make an educated decision whether to put the service out for bid or extend the city's current contract with Waste Connections.

FISCAL IMPACT:

RECOMMENDATION:

I am recommending that Council make a motion to extend Richwood's contract with Waste Connections for one year.



AGENDA MEMORANDUM

CONTACT: KIRSTEN GARCIA

SUBJECT: CANVASS MAY 7, 2022 GENERAL ELECTION

SUMMARY: Council needs to set a date to Canvass the general election conducted May 7, 2022.

BACKGROUND INFORMATION: The final canvass is the local canvass for cities, schools, and other local political subdivisions. (Tex. Elec. Code § 67.005). The local canvass for the May 7, 2022 uniform election must be held not earlier than the third day after election day (Tuesday, May 10, 2022) and not later than the eleventh day after election day (Wednesday, May 18, 2022).

ISSUE: This year's general election will be held May 7, 2022, and our regular meeting date does not fall within the dates allowed to Canvass the election.

FISCAL IMPACT: None

RECOMMENDATION: If everyone is available, I recommend holding a special meeting on Monday, May 16, 2022 to canvass the general election.



AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER- CITY MANAGER

SUBJECT: BUS BENCHES/SHELTERS

SUMMARY: Council Member Mike Johnson request discussion about bus stops/shelters inside the city of Richwood.

FISCAL IMPACT: Unknown At this time

RECOMMENDATION: Discuss and take possible action regarding bus stop benches or shelters inside the city limits of Richwood.

- At current time we have 20 southbound bus stops and 15 northbound bus stops in the city of Richwood along Hwy 288B. Currently we average about 100 riders per month inside your city limits.
-

Good afternoon,

Hope that all is well, the cities that we serve will usually pay for the benches and shelters as needed and the district will assist where we can.

At present time we are working on an agreement with a company that will come in and install pads and benches at no cost and in return they sell advertising on the benches. This is in the beginning stages of working out all the details, and we will be taking the agreement to our board meeting seeking approval to move forward with this on May 17, 2022.

The city can always purchase benches as they seem fit, but the concrete pad and making it ADA accessible is where the cost can really go up quickly.

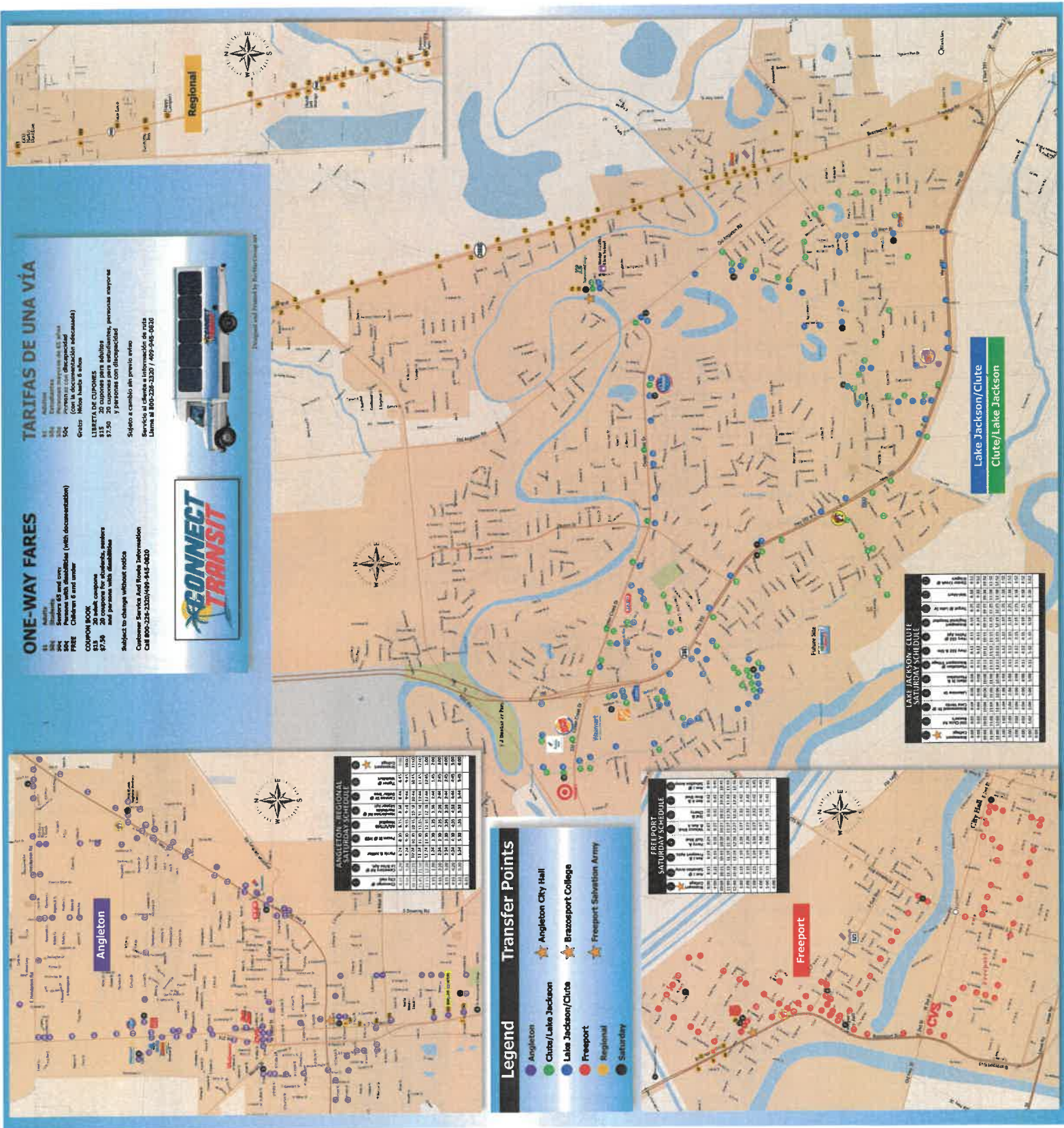
TxDOT can be amenable about placement of benches, but if any other future construction comes you would be responsible for moving them to another location.

I would suggest waiting until we can get this agreement signed and let this other company do all the heavy lifting and figuring out the correct placement with TxDOT and being ADA accessible.

If you have any questions, please let me know.

Have a great day!!

Ted Ross
 Gulf Coast Transit District
 Director of Operations and Assets
 1415 33rd St. N.
tross@gulfcoasttransitdistrict.com
 Texas City, Texas 77590
 Office – 409-359-7887
 Cell – 409-500-2272



1-800-226-2320

GCTD



AGENDA MEMORANDUM- MAY 9, 2022

ITEM

CONTACT: Patricia Ditto, Deputy Finance Director
Eric Foerster, City Manager

SUBJECT: Budget Amendment for transfer from CCPD for Biometric Fingerprint System

SUMMARY:

Chief Scot Mayer has requested, and had approved by the CCPD board, a transfer to general fund to cover the cost of a Biometric Fingerprint System with a cost not to exceed \$7,000

BACKGROUND INFORMATION:

CCPD approved the amendment to their budget at their January 27, 2022 meeting.

FISCAL IMPACT: CCPD budget will increase by up to \$7,000, which will increase a budget deficit for the 2022 fiscal year. Fund balance will be reduced if revenues do not exceed budget projections.

RECOMMENDATION: Council to approve the above-described Budget Amendment for Funds 15 and 10.

RESOLUTION 2022-R-64

A RESOLUTION AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO
APPROVE TRANSFER FROM CCPD TO GENERAL FUND FOR THE PURCHASE
OF A BIOMETRIC FINGERPRINT SYSTEM

WHEREAS, the City of Richwood City Council adopted a budget for the City of Richwood, Texas, for the fiscal year 2021-2022 in September 2021;

WHEREAS, CCPD, at the request of Chief Mayer, has approved to amend the CCPD budget to allow a transfer of an amount not to exceed \$7,000 to the General Fund for the purchase of a Biometric Fingerprint System;

WHEREAS, the amendment would increase the budgeted amount for general ledger account 10-05-5940 Police Department Special Equipment by an amount not to exceed \$7,000.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY AMENDS THE FISCAL YEAR 2021-2022 BUDGET AS FILED WITH THE CITY SECRETARY AS FOLLOWS:

CCPD 15-97-5960 Transfer to General Fund	\$ 7,000
General Fund 10-97-4960 Transfer from CCPD	\$ 7,000
Police Department 10-05-5940 Special Equipment	\$ 7,000

PASSED AND APPROVED on this 9th day of May 2022.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary

MINUTES

RICHWOOD CRIME CONTROL AND PREVENTION DISTRICT BOARD MEETING

Thursday, January 27, 2022 at 6:00 PM

BE IT KNOWN THAT a City of Richwood Crime Control and Prevention District Board will meet Thursday, January 27, 2022, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m.

II. ROLL CALL OF BOARD MEMBERS

David Acord:	Present
Randy Day:	Present
Leslie Klug:	Present
Lauren LaCount:	Present
Buster Primm:	Absent
Katherine Venegas:	Present

Others present: Stephen Mayer, Chief of Police; Kirsten Garcia, City Secretary;

III. PUBLIC COMMENTS

There was no public comment.

IV. APPROVAL OF MINUTES

A. Called meeting held August 5, 2021

Motion to approve minutes.

Motion made by Lauren LaCount, Seconded by Leslie Klug.

Voting Yea: Randy Day, Katherine Venegas, Randy Acord, Lauren LaCount, Leslie Klug

V. DISCUSSION AND ACTION ITEMS

A. Discussion and review of dispatch services and potential contracts.

Chief reported on different bids received on dispatch services.

Discussion held on different agencies and the prices.

No action necessary or taken. Informational report only.

B. Discuss and consider approving budget amendment in the amount of \$6,056 for biometric fingerprint system.

Chief Mayer explained the current system and how it will no longer be supported in its current state, that an upgrade would be necessary to keep the system functional.

Discussion held on the age of the quote given and possible increase to the needed amount. Chief Mayer advised the committee that a budget amendment in the amount of \$7,000.00 should be sufficient.

Motion to approve budget amendment in the amount of \$7,000.00 for biometric fingerprint system.

***Motion made by Lauren LaCount, Seconded by Randy Acord.
Voting Yea: Randy Day, Katherine Venegas, Randy Acord, Leslie Klug***

VI. FINANCIAL REPORT

Chief updated the committee on the current finances and spending.

VII. SET NEXT MEETING DATE

April 28 2022

VIII. FUTURE AGENDA ITEMS

Budget prep
Community Outreach

IX. ADJOURNMENT

Motion to adjourn.

***Motion made by Lauren LaCount, Seconded by Leslie Klug.
Voting Yea: Randy Day, Katherine Venegas, Randy Acord, Lauren LaCount, Leslie Klug***

These minutes were read and approved on this 28th day of April 2022.

Chairman

ATTEST:

City Secretary



AGENDA MEMORANDUM

CONTACT: TRICIA DITTO-FINANCE DIRECTOR

SUBJECT: NAMED STORM INSURANCE COVERAGE

SUMMARY: Due to an increase in prices, the named storm insurance coverage will be increased 17% after a market summary was completed by Jeremy Diller or HCDT Insurance Agency (Our insurance broker).

Market Prices, increasing values, and several years of payouts due to claims have driven these increases in price.

FISCAL IMPACT:

21-22: \$42,704

22-23: \$50,809 (current quote)

Deductible Buydown:

21-22: \$4653.43

22-23: \$9502.97 (current quote) This is the secondary policy that buys the Deductible down from 2% down to a flat \$25,000 (Last year it bought down from 1% down to \$25,000)

Market Summary:

Amrisc	Incumbent - Quoted the Renewal at \$50,809.93
Ventus	Not competitive
ICAT	Declination occupancy not eligible
Velocity	Not eligible
Catalytic	Declination due to roof age and not competitive with renewal rate
SRU	Quoted Deductible Buy Back Option - \$9,502.97

RECOMMENDATION: Staff recommends approval of broker to renew the policy with Amrisc and SRU for deductible buy back.



Amwins Brokerage of the Midwest, LLC
10 S. LaSalle Street
Suite 2000
Chicago, IL 60603

amwins.com

May 3, 2022

Jeremy Diller
Harding-Conley-Drawert-Tinch Insurance Agency
2161 NW Military Highway
Suite 210
San Antonio, TX 78213

RE: City of Richwood

DEDUCTIBLE BUYBACK - WIND QUOTATION

Dear Jeremy:

Please find the attached quotation for City of Richwood. Here is a summary of the terms and conditions:

INSURED: City of Richwood

MAILING ADDRESS: 1800 N. Brazosport Blvd.
Richwood, TX 77531

CARRIER: Certain Underwriters at Lloyd's, London (Non-Admitted)

PROPOSED POLICY PERIOD: From 5/10/2022 to 5/10/2023
12:01 A.M. Standard Time at the Mailing Address shown above

QUOTE EXPIRATION DATE: See attached carrier quote

POLICY PREMIUM:	Premium	\$8,306.91
	TRIA	Not Applicable
	Fees	\$750.00
	Surplus Lines Taxes and Fees	\$446.06
	Total	\$9,502.97

MINIMUM EARNED PREMIUM: 100%

-

SUBJECTIVITIES: See attached carrier quote

COMMENTS: See attached carrier quote

SURPLUS LINES TAX SUMMARY

HOME STATE: Texas

FEES:

Fee	Taxable	Amount
-----	---------	--------

CAT Market Modeling Fee	Yes	\$500.00
Amwins Service Fee	Yes	\$250.00
Total Fees		\$750.00

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Texas	Surplus Lines Tax	\$8,306.91	\$750.00	\$9,056.91	4.850%	\$439.27
	Stamping Fee	\$8,306.91	\$750.00	\$9,056.91	0.075%	\$6.79
Total Surplus Lines Taxes and Fees						\$446.06

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Nicole Kmiecik
Technical Assistant | Amwins Brokerage of the Midwest, LLC
T 312.601.9300 | nicole.kmiecik@amwins.com
10 S. LaSalle Street | Suite 2000 | Chicago, IL 60603 | amwins.com

On behalf of,

Tom Ear
Senior Vice President | Amwins Brokerage of the Midwest, LLC
T 312.601.9303 | F 312.601.9301 | tom.ear@amwins.com
10 S. LaSalle Street | Suite 2000 | Chicago, IL 60603 | amwins.com

In California: Amwins Brokerage of the Midwest Insurance Services, LLC | License 0F56578

SURPLUS LINES DISCLOSURE

Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: _____



AmWINS Special Risk Underwriters

Quote Reference: 22N37486AA0P62

This quote is valid for 30 days from 11 March 2022.

SCHEDULE

UMR: B123022AWS1321

THE INSURED IS REQUESTED TO READ THE ENTIRE POLICY CAREFULLY AND INFORM THE UNDERWRITER'S REPRESENTATIVE NAMED UNDER OVERSEAS BROKER BELOW IMMEDIATELY IF IT IS NOT CORRECT

Policy Number: 22N37486AA0P62

1. **Name of the Insured:** City of Richwood
2. **Address of the Named Insured:** 1800 Brazosport Boulevard North, Richwood, TX 77531, USA
3. **Policy Period:** From: 10 May 2022 to 10 May 2023 both days at the time as set forth in the Policy/ies of the Overlying Insurers.
4. **Perils Insured:** Named wind only
5. **The Property or Interest:** As per Appendix of Attachments
6. **The Property is located or contained at:** As per Appendix of Attachments
7. **Overlying Policy Details:**
 - (a) **Insurer(s):** Waypoint
 - (b) **Policy Number(s):** AMR-53056-04
 - (c) **Deductible(s) for the Perils Insured by this Policy:** 2.00% Per location
8. **Limit of this Policy:** This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) as set forth above, and the Insured's Retention set forth below, subject always to the Maximum Amount Payable.
9. **Maximum Amount Payable under this Policy:** USD 90,850.10 Per occurrence
10. **Insured's Retention:** USD 25,000.00 Per occurrence
11. **Premium:** USD 8,306.91 payment always in accordance with Condition J of Section III of this Policy +\$500 Amwins Cat Modeling Fee
100% Minimum Earned Premium is deemed earned at inception.
12. **Order:** 100% for Limits

13. Law and Jurisdiction:

This Policy shall be governed by the laws of the State of TX and subject to the jurisdiction of a court of competent jurisdiction within the United States of America, as determined in accordance with the provisions of Condition K of Section III of this Policy.
14. Notification of Claims:

Crawford and Company
1405 N Cedar Crest Blvd (Ste 100) Allentown, PA,
18104 US
aegisdbb@us.crawco.com
15. Nominee for Service of Suit:

Lloyd's America, Inc. Attention: Legal Department, 280 Park Avenue,
East Tower, 25th Floor, New York, NY 10017
16. Time Element Coverage:
(Section IV of this Policy)

Included

Fiscal and Regulatory

- Tax Payable by Insurer(s):

None applicable
- Country of Origin:

U.S.A.
- Overseas Broker:

See Surplus Line Broker Heading
- Surplus Lines Broker:
- License Number:
- State of Filing:

To be filed in TX for 100% of the Premium
- US Classification:

US Surplus Lines

SECTION I INSURING AGREEMENT & LIMIT OF THIS POLICY**A. Insuring Agreement**

AEGIS Syndicate 1225 at Lloyd's (hereinafter referred to as the "Underwriter") agrees to indemnify the Insured named in the Schedule in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory described in the Schedule, occurring during the Policy Period stated in the Schedule and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

B. Limit of this Policy

This Policy shall pay the difference between the Deductible(s) of the Overlying Insurer(s) stated in the Schedule, and the amount to be retained by the Insured (hereinafter referred to as the "Insured's Retention") as set forth in the Schedule, subject always to the Underwriter's Maximum Amount Payable under this Policy not exceeding the amount stated in the Schedule. For a loss to contribute to the Limit and Insured's Retention hereon, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the deductible provisions contained therein.

However, this Policy shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim resulting from a loss which is paid under the Policy/ies of the Overlying Insurers. Nothing contained in the foregoing shall be construed however to deny the Underwriter the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this Policy.

SECTION II EXCLUSIONS

This Policy incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by Endorsement to this Policy.

A. Cyber

This Policy does not cover any loss, damage, cost or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

B. Radioactive Contamination

This Policy does not cover any loss, damage, cost or expense directly or indirectly caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

C. Sanctions

The Underwriter shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriter to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

D. Seepage and Pollution / Debris Removal

This Policy is subject to the provisions of the Seepage and Pollution Exclusion, and the Debris Removal Clause, contained in the Policy/ies of the Overlying Insurers.

E. Terrorism

This Policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Policy an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriter alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this Exclusion E is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

F. War

This Policy does not cover any loss, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

SECTION III CONDITIONS**A. Application of Recoveries**

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

B. Cancellation

This Insurance may be cancelled by the Insured at any time by written notice or by surrender of this Policy.

This Insurance may also be cancelled by or on behalf of the Underwriter by delivering to the Insured, or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as stated in the Schedule, written notice stating when, not less than sixty (60) days thereafter, except in respect of non-payment of premium, the date set forth in Condition J of Section III of this Policy, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Insured, the Underwriter shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriter shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated elsewhere within this Insurance, whichever is the greater, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at inception.

If this Insurance shall be cancelled by or on behalf of the Underwriter, the Underwriter shall retain the pro-rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriter shall receive the earned premium hereon or the pro-rata proportion of any minimum premium stipulated elsewhere within this Insurance whichever is the greater.

Payment or tender of any unearned premium by the Underwriter shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Conflict of Statute / Laws

In the event that any provision of this Policy is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this Policy and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

D. Demolition and Increased Cost of Construction

This Policy is subject to the same provisions as respects Demolition and Increased Cost of Construction as are contained in the Policy/ies of the Overlying Insurers.

E. False or Fraudulent Claim

If the Insured, or anyone acting on their behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent devices in support of any claim, this Policy will become invalid. This means the Underwriter will not pay the false or fraudulent claim, or any subsequent claim.

F. Fraudulent Conduct and Misrepresentation

The entire Policy and any loss or claim thereunder will be void if, whether before or after a loss, an Insured has:

1. intentionally concealed or intentionally misrepresented any material fact or circumstance;
2. engaged in fraudulent conduct; or
3. made false statements;

relating to the Policy or any loss or claim thereunder.

In the event that any portion of this Condition F is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

G. Maintenance of Overlying Insurance

In respect of the Perils Insured, this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability, any deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this Policy) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which claim is made hereunder.

It is a condition of this Policy that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this Policy.

H. Notification of Claims

The Insured shall, upon knowledge of any Occurrence likely to give rise to a claim hereunder, give immediate written advice thereof to the Underwriter's Representative stated in the Schedule.

I. Notifying the Underwriter of any changes or inaccuracies

In the event the Insured becomes aware that information the Insured has given to the Underwriter is inaccurate or has changed, the Insured must inform the Underwriter's Representative stated in the Schedule as soon as practicable.

When the Underwriter is notified that information the Insured previously provided is inaccurate, or of any changes to that information, the Underwriter will tell the Insured if this affects the insurance under this Policy. For example, the Underwriter may amend the terms of this Policy or require the Insured to pay more for the insurance under this Policy or cancel the insurance under this Policy in accordance with Condition B of Section III of this Policy.

If the Insured fails to notify the Underwriter that information the Insured had provided is inaccurate, or the Insured fails to notify the Underwriter of any changes, the insurance under this Policy may become invalid and the Underwriter may not pay the Insured's claim, or any payment could be reduced.

J. Premium Payment Terms

The Insured undertakes that premium will be paid in full to the Underwriter within 60 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to the Underwriter by the sixtieth day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due), the Underwriter shall have the right to cancel this Policy by notifying the Insured via AmWINS Special Risk Underwriters in writing. In the event of cancellation, premium is due to the Underwriter on a pro rata basis for the period that the Underwriter is on risk, but the full Policy premium shall be payable to the Underwriter in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that the Underwriter shall give not less than 15 days prior notice of cancellation to the Insured via AmWINS Special Risk Underwriters. If premium due is paid in full to the Underwriter before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to the Underwriter will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

K. Service of Suit

It is agreed that in the event of the failure of the Underwriter hereon to pay any amount claimed to be due hereunder, the Underwriter hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriter's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the person(s) or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this Policy, the Underwriter will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person(s) or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the Underwriter in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Underwriter's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriter hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Policy, and hereby designate the person(s) or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

L. Unintentional Errors and Omissions

This Policy is subject to the same provisions as respects Unintentional Errors and Omissions as are contained in the Policy/ies of the Overlying Insurers.

M. Valuation

The valuation basis of this Policy is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in said Policy/ies of the Overlying Insurers.

N. Complaints Notice

If the Insured has any questions or concerns about this Insurance or the handling of a claim, please contact AmWINS Special Risk Underwriters.

Complaints Procedure:

In the event that the Insured remains dissatisfied and wish to make a complaint, they may do so at any time by referring the matter to the Complaints Manager at AEGIS London

The address is:

25 Fenchurch Avenue, London EC3M 5AD, United Kingdom.

Telephone Number: +44 (0) 20 7856 7856

[Email: complaints@aegislondon.co.uk](mailto:complaints@aegislondon.co.uk)

If the Insured remain dissatisfied after the Underwriter has considered their complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If the Insured remain dissatisfied after Lloyd's has considered their complaint, the Insured may have the right to refer their complaint to the Financial Ombudsman Service.

SECTION IV

TIME ELEMENT COVERAGE EXTENSION

It is understood and agreed that, provided the Total Insured Values submitted include a value for Time Element, this Policy extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the Property insured hereby.

The Limit and the Insured's Retention as stated in the Schedule are inclusive of damage to Property and Time Element coverages.

SECTION V APPENDIX OF ATTACHMENTS FOR INSURER(S)

Policy Number:22N37486AA0P62

Schedule of Values

Street	iCty	County	State	Zip	ITV	Effective Date
1000 Brazosport Blvd N	Richwood	Brazoria County	TX	77531	USD 655,000.00	
218 Halbert St	Clute	Brazoria County	TX	77531	USD 371,750.00	
611 Audobon Woods Dr	Clute	Brazoria County	TX	77531	USD 434,888.00	
720 N Mahan St	Richwood	Brazoria County	TX	77531	USD 568,749.00	
1501 Hwy 2004	Clute	Brazoria County	TX	77531	USD 1,088,000.00	
1800 Brazosport Blvd N	Richwood	Brazoria County	TX	77531	USD 2,391,098.00	
724 N Mahan St	Clute	Brazoria County	TX	77531	USD 263,020.00	
540 Oyster Creek Drive	Clute	Brazoria County	TX	77531	USD 20,000.00	

Total Insured Values: USD 5,792,505.00

Property Cyber and Data Exclusion Endorsement

This Policy is amended in that Exclusion A of Section II of this Policy is deleted and replaced by the following:

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - a. Cyber Loss;
 - b. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - a. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.



Amwins Brokerage of the Midwest, LLC
10 S. LaSalle Street
Suite 2000
Chicago, IL 60603

amwins.com

May 5, 2022

Jeremy Diller
Harding-Conley-Drawert-Tinch Insurance Agency
2161 NW Military Highway
Suite 210
San Antonio, TX 78213

RE: City of Richwood

PROPERTY QUOTATION

Dear Jeremy:

Please find the attached revised property quotation for City of Richwood. Here is a summary of the terms and conditions:

INSURED: City of Richwood

MAILING ADDRESS: 1800 N. Brazosport Blvd.
Richwood, TX 77531

CARRIER: Certain Underwriters at Lloyd's, London (Non-Admitted)

PROPOSED POLICY PERIOD: From 5/10/2022 to 5/10/2023
12:01 A.M. Standard Time at the Mailing Address shown above

QUOTE EXPIRATION DATE: See attached carrier quote

POLICY PREMIUM:	Premium	\$46,325.00
	Fees	\$2,100.00
	Surplus Lines Taxes and Fees	\$2,384.93
	Total	\$50,809.93

TRIA OPTIONS: TRIPRA can be purchased for an additional premium of \$2,316 plus applicable taxes and fees. Signed acceptance/rejection required at binding.

MINIMUM EARNED PREMIUM: 35%

-

SUBJECTIVITIES: See attached carrier quote

COMMENTS: See attached carrier quote

SURPLUS LINES TAX SUMMARY

HOME STATE: Texas

FEES:

Fee	Taxable	Amount
Amwins Service Fee	Yes	\$1,500.00
Market Inspection Fee	Yes	\$600.00
Total Fees		\$2,100.00

SURPLUS LINES TAX CALCULATION:

State	Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Texas	Surplus Lines Tax	\$46,325.00	\$2,100.00	\$48,425.00	4.850%	\$2,348.61
	Stamping Fee	\$46,325.00	\$2,100.00	\$48,425.00	0.075%	\$36.32
Total Surplus Lines Taxes and Fees						\$2,384.93

Important Notice: Surplus Lines Tax Rates and Regulations are subject to change which could result in an increase or decrease of the total Surplus Lines Taxes and Fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes owed must be promptly remitted.

The attached Quotation from the carrier sets forth the coverage terms and conditions being offered. Please review carefully with your client as terms and conditions may differ from those requested in your submission. It is your responsibility to ensure the quoted coverage terms and conditions are sufficient to meet your client's coverage needs.

If after reviewing you should have any questions or requested changes, please let us know as soon as possible so we can discuss with the carrier prior to the effective date of coverage.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

Anita Piotrowski
Senior Associate Broker | Amwins Brokerage of the Midwest, LLC
T 312.601.9300 | anita.piotrowski@amwins.com
10 S. LaSalle Street | Suite 2000 | Chicago, IL 60603 | amwins.com

On behalf of,

Tom Ear
Senior Vice President | Amwins Brokerage of the Midwest, LLC
T 312.601.9303 | F 312.601.9301 | tom.ear@amwins.com
10 S. LaSalle Street | Suite 2000 | Chicago, IL 60603 | amwins.com

In California: Amwins Brokerage of the Midwest Insurance Services, LLC | License 0F56578

SURPLUS LINES DISCLOSURE

Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Licensee Name: _____

Texas Complaints Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

AmRisc, LLC

To get information or file a complaint with your insurance company or HMO:

Call: Complaints Department at 252-247-8760

Toll-free: 877-284-4900

Online: www.AmRISC.com

Email: Complaints@AmRISC.com

Mail: AmRISC, LLC
Complaints Department
20405 State Highway 249, Suite 430
Houston, TX 77070

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

LMA9079
September 1, 2013

Named Insured: City of Richwood
Account Number: 959667
RN of Acct Number: 860115
Quote Id : 391433
Date/Time: 5/5/2022 12:54 PM
Term: 5/10/2022 - 5/10/2023
Valid Until: 5/6/2022



Wayp

Section IX, Item D.

WHOLESALE

An AmRisc Company

Quote

To: Anita Piotrowski
Amwins Brokerage Chicago IL
anita.piotrowski@amwins.com
708-203-3983

Named Insured: City of Richwood

Effective Date: 5/10/2022

Expiration Date: 5/10/2023

Mailing Address: 1800 N Brazosport Blvd
Richwood , TX 77531

Valid until: 5/6/2022

IF THIS ACCOUNT INCEPTS DURING HURRICANE SEASON, THIS QUOTE EXPIRES ON 5/6/2022

This Quote is based on the coverage, terms and conditions listed herein, which may be different from those requested in your original submission or shown in your produced binder. It is incumbent upon you to review the terms of this Quote carefully with your insured and reconcile any differences in the terms requested in your original submission or shown in your produced binder. AmRisc, LLC disclaims any responsibility for your failure to reconcile with the insured any differences between the terms shown in this Quote and those terms requested in your original submission or shown in your Certificates of insurance or produced binder.

The Quote is based on the information submitted on the property App-SOV. In the event there is conflicting material information between that information shown on the property App-SOV and other submitted information (Acord forms/etc). the information shown on the property App-SOV shall take precedence.

Named Insured: City of Richwood
Account Number: 959667
RN of Acct Number: 860115
Quote Id : 391433
Date/Time: 5/5/2022 12:54 PM
Term: 5/10/2022 - 5/10/2023
Valid Until: 5/6/2022



Waypoint

Section IX, Item D.

WHOLESALE

An AmRisc Company

Mailing Address:

1800 N Brazosport Blvd
Richwood, TX 77531

Values(\$):	Building	4,764,505
	Contents/BPP	443,000
	Other	335,000
	BI/EE	250,000

Sum of TIV(\$): **5,792,505**

Valuation:	Coinsurance:	N/A
	Limitation, TE:	1/12th monthly
	Valuation, PD:	RCV
	Valuation, TE:	ALS

Perils Covered: Wind & Hail Only

Limits of Liability: Limits of Liability: (as per schedule, NOT blanket)

Total Limits of Liability: \$5,792,505 (100.00 %) part of \$5,792,505 excess of "deductible"

Deductibles: (Deductibles are Per Occurrence unless stated otherwise)

NS Wind/Hail	2.00% minimum \$50,000
AO Wind/Hail	\$50,000

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Waymark

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WHOLESALE

An **AmRisc** Company

Premium(\$):

Premium:	46,325.00
Subtotal:	46,325.00

Taxes & Fees(\$):

Producer is responsible for collection/payment of State taxes & related fees

Inspection Fee:	600.00
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Total(\$):	46,925.00
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Additional options:

Additional options listed below are not included in the above premium or tax summary, and additional charges may apply if purchased.

TRIPRA(\$):	2,316.00
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Minimum Earned Premium: 35%

Term Rate (Reference Only): \$0.800

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WHOLESALE

An AmRisc Company

Terms and Conditions

Specific Terms and Conditions

Percent deductibles are per occurrence, per Location.

Coverage explicitly excludes all Flood including but not limited to Flood during windstorm events.

Limits are as per Schedule by Building, NOT blanket.

Roof coverings to be ACV if originally installed or last fully replaced prior to 2010

Coverage excludes all loss or damage directly or indirectly caused by any Named Storm in existence at time of written request to bind or inception of any new or additional exposure.

Terrorism (T3), if offered, is as per Schedule per Occurrence to the lesser of TIV or \$100,000,000. T3 and EBD, if offered, premium is included in the total premium.

Compass Policy Section II. A. "Covered Causes of Loss" is deleted in its entirety and replaced with the following:

II. A. COVERED CAUSES OF LOSS: This Policy insures against all direct physical loss or damage to Covered Property for the perils of Windstorm and Hail Only, except as excluded.

Business Income and Extra Expense are limited to 1/12th monthly.

Standard Terms and Conditions

Any Additional or Return premium under \$500 shall be waived, except for new perils or coverages added.

This quote is subject to acceptance both sides with NO COVER GIVEN.

Severe cancellation penalties apply to CAT exposed property.

Information due at binding OR within 30 days of inception:

Signed Property Application/SOV (AR APP), Signed Flood Notice, Signed Surplus Lines Statement (Required at binding)

Signed TRIA Disclosure Notice(s)

To comply with regulatory provisions, unless the above requested information is received within 30 days, automatic NOC must be sent contingent upon receipt of information.

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WHOLESALE

An AmRisc Company

Extensions and Sublimits

Form Type (unless otherwise identified):

Compass

Standard Endorsements

Exclusion of Certified Acts of Terrorism (AR TRIA EXCL 02 15)

Standard forms/endts, avail upon req.

Extensions and Sublimits

Earth Movement per occ & ann aggr for all Locations combined; subject to:

Earth Movement per occ & ann aggr: CA, AK & HI

Earth Movement per occ & ann aggr: OR & WA

Earth Movement per occ & ann aggr: New Madrid

Flood, per occ & ann aggr for all Locations combined; subject to:

Flood, per occ & ann aggr: Zones A & V

Accounts Receivable

Civil or Military Authority, the lesser of

Contingent Time Element; the lesser of

Contractors Equipment; unscheduled: owned, leased, rented or borrowed

Any One Item

Course of Construction

Course of Construction Soft Costs

Debris Removal; the lesser of

Electronic Data and Media

Errors or Omissions

Extended Period of Indemnity

Extra Expense/Expediting Expense

Fine Arts

Fire Brigade Charges

Fungus, Molds, Mildew, Spores, Yeast (per occ/ann aggr)

Ingress/Egress

Leasehold Interest

Limited Pollution Coverage (Annual Aggregate)

Lock Replacement

Miscellaneous Unnamed Locations

Newly Acquired Property

Ordinance or Law:

Coverage A:

Coverage B:

Coverage C:

Coverage D:

Program Sublimits

Not Covered

Not Covered

Not Covered

Not Covered

Not Covered

Not Covered

\$100,000

30 days max \$100,000

60 days max \$100,000

\$50,000

\$10,000

\$100,000

\$10,000

25% / \$5,000,000

\$50,000

\$25,000

90 days

As Per Schedule

\$50,000

\$25,000

\$15,000

30 days max \$50,000

\$25,000

\$25,000

\$25,000

\$25,000

60 days max \$1,000,000

Incl in Bldg Limit

10% per bldg, max \$1M per occ

Included with Coverage B

Incl in the TE, if cov'd

Coverage E	Included in the Buyer's Contract
Ordinary Payroll	Section IX, Item D.
Plants, lawns, trees or shrubs	\$10,000
Any one plant, lawn, tree or shrub	\$1,000
Professional Fees (Annual Aggregate)	\$10,000
Reclaiming, restoring or repairing land improvements	\$10,000
Reward Reimbursement	\$10,000
Royalties	\$10,000
Service Interruption (72 hr qualifying period)	\$50,000
Spoilage	\$10,000
Time Element Monthly Limitation	1/12th monthly
Transit	\$25,000
Underground pipes,flues & drains	\$25,000
Valuable Papers and Records	\$100,000

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Waypoint

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WHOLESALE

An AmRisc Company

Carrier Participation

<u>Carrier (May change at binding)</u>	<u>AM Best / S&P</u>
Certain Underwriters at Lloyds (Lloyds)	A XV / A+
Indian Harbor Insurance Company (IndianH)	A+ XV / A+
QBE Specialty Insurance Co. (QBE)	A XV / A+
Steadfast Insurance Company (Steadfast)	A+ XV / AA-
United Specialty Insurance Company (USI)	A X / na
Lexington Insurance Company (LEX)	A XV / A+
HDI Global Specialty SE (HAN)	A XV/A+
Old Republic Union Insurance Company (ORU)	A+ XV / A+
GeoVera Specialty Insurance Company (GVS)	A VIII/na
Transverse Specialty Insurance Company (TSIC)	A-VIII/na
National Fire & Marine Insurance Company (NFM)	A++ XV
Spinnaker Specialty Insurance Company (SPI)	A- VIII

Company Ratings stated above reflect our best efforts for updating the information, but may be out of date at the time of this quote or binder. Financial Review is the responsibility of the Insured.



Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be completed, signed and returned for underwriter's review and acceptance within 30 days of inception. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so please return as soon as possible.

Named Insured: City of Richwood **Account ID:** 959667
Mailing Address: 1800 N Brazosport Blvd, Richwood, TX 77531

Loc/Bldg No.	Address	City	State	Zip	Building Area (Sq. ft)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. Of Buildings	Initial each Section
	As per schedule on file with Waypoint Wholesale, an AmRisc Company									
Totals:					25,297	0%			10	

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing this application.

Valuation:	RCV	RCV	RCV	ALS		
Coins:	N/A	N/A	N/A	1/12th monthly		
Loc/Bldg No.	Building	Contents/BPP	Other	BI/EE		Loc TIV
	As per schedule on file with Waypoint Wholesale, an AmRisc Company					
Totals:	\$4,764,505	\$443,000	\$335,000	\$250,000	\$5,792,505	

These values often form the basis of the policy's limit of liability. Please review carefully.

List ALL losses caused by requested perils for the prior 5 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage.

Threshold: \$5,000

DOL	Description / COL	Incurred	Status (O/C)	DOL	Description / COL	Incurred	Status (O/C)
08/25/2018	NS Harvey	\$2,913	C				

Has any policy or coverage been declined, cancelled or non-renewed during the prior 3 years (not applicable in MO.)	<u>No</u>	Has any applicant been convicted of arson in the past 10 years?	<u>No</u>
Is the applicant a S-Chapter Corporation, partnership or any other type of sole proprietor organization?	<u>No</u>	Any bankruptcies or tax credit liens against applicant in prior 5 years?	<u>No</u>
Does the applicant have any reason that they would not be aware of all losses for the prior 5 years?	<u>No</u>	Has net income been negative for 2 of the past 3 years? If so, please attach financials or tax returns for 3 years.	<u>No</u>
For apartments, are there any HUD managed or Section 8 developments?	<u>No</u>	If habitational, is there any aluminum distribution wiring?	<u>No</u>

Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.

List any Discrepancies. Discrepancies received by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional premium may be charged as of the date the information is received by underwriters.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. The Insured further acknowledges the fraud statement above and understands the Policy will contain a Fraud Notice by state. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

To the best knowledge of the applicant and the producer, the above information is true and complete. Initial each Section.

Applicant Printed Name _____ Title _____

Producer Printed Name _____

Applicant Signature _____ Date _____

Producer Signature _____ Date _____

INSURED: City of Richwood

Account ID: 959667

LIMITS: As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID

BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of USD \$2,316
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

 Policyholder/Applicant's Signature

 Print Name

 Date

 LMA9184
 09 January 2020

This notice applies to the following carriers and their respective participation quoted herein:

Certain Underwriters at Lloyds
 Indian Harbor Insurance Company
 QBE Specialty Insurance Co.
 Steadfast Insurance Company
 United Specialty Insurance Company
 Lexington Insurance Company
 HDI Global Specialty SE
 Old Republic Union Insurance Company
 GeoVera Specialty Insurance Company
 Transverse Specialty Insurance Company
 National Fire & Marine Insurance Company
 Spinnaker Specialty Insurance Company

Flood Notice

AR FN

Section IX, Item D.

If the policy issued by Waypoint Wholesale, an AmRisc Company excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by Waypoint Wholesale, an AmRisc Company does NOT provide coverage for loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flood, including Flood and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by Waypoint Wholesale, an AmRisc Company includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by Waypoint Wholesale, an AmRisc Company does provide coverage for loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any Flood and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by Waypoint Wholesale, an AmRisc Company may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: City of Richwood

Account No.: 959667

Policyholder/Applicant's Signature

Print Name

Date