PROJECT:

City of Castroville, TX - Package 1 Flat Creek Water Plant Well Project Flat Creek Package 1

BIDDER:

Hydro Resources Mid Continent, Inc.

TOTAL BID:

\$2,300,000.00

COMPLETION TIME:

Not Required

BIDDER INFO:

11536 Old Lockhart Road Creedmoor,TX 78610

P: 800-401-9092

F:

BID TOTALS

BASE BID	Total
Empty	\$2,300,000.00
Total	\$2,300,000.00

No.	Description	Unit	Qty	Unit Price	Ext Price
SAWS 100	Mobilization	LS	1	\$26,000.00	\$26,000.00
SAWS 100	Preparation of ROW	LS	1	\$20,923.00	\$20,923.00
COSA 540	SWPPP	LS	1	\$15,302.00	\$15,302.00
COSA 104	Street Excavation	CY	822	\$70.00	\$57,540.00
COSA 105	Channel Excavation	CY	251	\$87.00	\$21,837.00
COSA 200	12' Wide Gravel Access Drive (6")	LF	3700	\$39.00	\$144,300.00
COSA 505	Concrete Riprap (5")	SY	26	\$223.00	\$5,798.00
SAWS 856	42" Steel Casing	LF	30	\$538.00	\$16,140.00
TXDOT 464	Reinforced Concrete Pipe (30" Dia) (CL V)	LF	152	\$344.00	\$52,288.00
TXDOT 466	Headwalls/ Outfall Structures	EA	2	\$18,496.00	\$36,992.00
TXDOT 450	Extended Curb	LF	66	\$176.00	\$11,616.00
TXDOT 529	Railing	LF	66	\$251.00	\$16,566.00
1	Site Improvements Including SWPPP Erosion Control Requirements and Practices	LS	1	\$335,000.00	\$335,000.00
2	Install 30-Inch Diameter Conductor Casing To Depth - 80' Below Ground Surface	LF	80	\$962.00	\$76,960.00
3	Drilling Rig Setup	LS	1	\$18,675.00	\$18,675.00
4	Drill Pilot Borehole - Upper Interval (1 Each At 610 ft)	LF	610	\$89.00	\$54,290.00
5	Pilot Borehole Geophysical Logging Suite "Run 1"	LS	1	\$24,743.00	\$24,743.00
6	Gyroscopic Alignment/Caliper Survey Of Reamed Borehole	EA	1	\$18,000.00	\$18,000.00

Ream Upper Pilot Borehole To A Min 26- Inch Diameter (from approx. 0' BGL to 560' BGL)	LF	610	\$276.00	\$168,360.00
Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4)	LF	610	\$416.00	\$253,760.00
Gyropscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface	EA	1	\$18,000.00	\$18,000.00
Furnish and Emplace API Class H Cement	CF	2500	\$25.00	\$62,500.00
Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL)	LF	400	\$143.00	\$57,200.00
Pilot Borehole Geophysical Logging Suite "Run 2"	LS	1	\$25,347.00	\$25,347.00
Ream Lower Pilot Borehole To A Min 18- Inch Diameter (from approx. 610' BGL to 1,010' BGL)	LF	400	\$236.00	\$94,400.00
Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole	EA	1	\$141,905.00	\$141,905.00
Remove And Dispose Of Acid Residue	EA	1	\$73,299.00	\$73,299.00
Stepped-Discharge Pumping Test (10-Hour)	EA	1	\$20,694.00	\$20,694.00
Constant-Discharge Pumping Test (36-Hour)	EA	1	\$31,644.00	\$31,644.00
Water Quality Sampling And Analyses	EA	1	\$5,000.00	\$5,000.00
Well Disinfection	EA	1	\$8,165.00	\$8,165.00
Final Well Color Video Log	EA	1	\$2,643.00	\$2,643.00
Construct Well Sealing Block	EA	1	\$38,422.00	\$38,422.00
Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21)	LS	1	\$122,000.00	\$122,000.00
Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole	GAL	1000	\$5.00	\$5,000.00
Standby Time at the Direction of the Engineer, Owner or CoC	HR	100	\$804.00	\$80,400.00
Abandonment of Pilot Borehole	LF	1000	\$23.00	\$23,000.00
	Inch Diameter (from approx. 0' BGL to 560' BGL) Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4) Gyropscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface Furnish and Emplace API Class H Cement Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL) Pilot Borehole Geophysical Logging Suite "Run 2" Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL) Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole Remove And Dispose Of Acid Residue Stepped-Discharge Pumping Test (10-Hour) Constant-Discharge Pumping Test (36-Hour) Water Quality Sampling And Analyses Well Disinfection Final Well Color Video Log Construct Well Sealing Block Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21) Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole Standby Time at the Direction of the Engineer, Owner or CoC	Inch Diameter (from approx. 0' BGL to 560' BGL) Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4) Gyropscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface Furnish and Emplace API Class H Cement Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL) Pilot Borehole Geophysical Logging Suite "Run 2" Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL) Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole Remove And Dispose Of Acid Residue EA Stepped-Discharge Pumping Test (10-Hour) Constant-Discharge Pumping Test (36-Hour) Water Quality Sampling And Analyses EA Well Disinfection EA Final Well Color Video Log EA Construct Well Sealing Block EA Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21) Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole Standby Time at the Direction of the Engineer, Owner or CoC	Inch Diameter (from approx. 0' BGL to 560' BGL) Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4) Gyropscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface Furnish and Emplace API Class H Cement Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL) Pilot Borehole Geophysical Logging Suite "Run 2" Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL to 1,010' BGL) Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole Remove And Dispose Of Acid Residue EA 1 Stepped-Discharge Pumping Test (10-Hour) Constant-Discharge Pumping Test (36-Hour) Water Quality Sampling And Analyses EA 1 Well Disinfection EA 1 Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21) Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole Standby Time at the Direction of the Engineer, Owner or CoC	Inch Diameter (from approx. 0' BGL to 560' BGL) Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4) Gyropscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface Furnish and Emplace API Class H Cement Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL) Pilot Borehole Geophysical Logging Suite "Run 2" Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL) Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole Remove And Dispose Of Acid Residue EA 1 \$73,299.00 Stepped-Discharge Pumping Test (10-Hour) Water Quality Sampling And Analyses EA 1 \$31,644.00 Well Disinfection EA 1 \$31,644.00 Well Color Video Log EA 1 \$33,422.00 Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1-21) Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole Standby Time at the Direction of the Engineer, Owner or CoC

City of Controville	e, TX - Package 1 Flat Creek Water Plant Well Project	
City of Castroville	, IA - Fackage I Fial Cleek Walei Fialil Well Flojeci	

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26	Drilling Rig Time for Unforeseen Conditions	HR	24	\$804.00	\$19,296.00	
27	Drilling Fluid for Unforeseen Conditions	BBL	50	\$81.00	\$4,050.00	
28	100-Sack Cement Plug	EA	1	\$12,905.00	\$12,905.00	
29	Cement	SCK	150	\$65.00	\$9,750.00	
30	Haul Off/Disposal of Drilling Fluids or Cement	BBL	130	\$533.00	\$69,290.00	
	Subtotal: \$2,300,000.00					

Report Created On: 6/19/2025 7:07:12 PM

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE				
Addendum 1	06/19/2025 17:18:34 PM				
Addendum 2	06/19/2025 17:18:36 PM				
Addendum 3	06/19/2025 17:18:36 PM				
Addendum 4	06/19/2025 17:18:37 PM				

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Plans	Flat Creek Well Package 1 Plans	5/27/2025 8:05:57 AM
Bid Docs	Flat Creek Package 1 Project Manual	5/27/2025 2:36:14 PM
Addenda	Addendum 1	6/9/2025 11:18:09 AM
Addenda	Addendum 2	6/9/2025 6:28:40 PM
Online Bidding	Instructions for Online Bd Opening	6/9/2025 2:46:23 PM
Addenda	Addendum 3	6/11/2025 12:20:17 PM
Addenda	Addendum 4	6/13/2025 12:05:45 PM
Bid Docs	Bid Form	6/18/2025 4:46:46 PM
Bid Docs	Bid Bond	6/18/2025 4:46:50 PM
Bid Docs	Qualifications Statement	6/18/2025 4:46:51 PM

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Castroville, Texas. 1209 Fiorella, Castroville, TX 78009
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. City of Castroville Purchasing Rider Agreement;
 - H. Debarment/Suspension Certification SRF-404

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 BASE BID Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices: See next page.
 - B. Item numbers are for bidding purposes. Unless explicitly stated otherwise, the specifications within this project manual shall govern their respective item.

Line No.	Item No. 1,2,3	Item Description	Quantity	Unit	Unit Price	Total Price
		<u>General</u>				
ROAD-1	SAWS 100	Mobilization	1	LS	\$26,000.00	\$26,000.00
ROAD-2	SAWS 100	Preparation of ROW	1	LS	\$20,923.00	\$20,923.00
ROAD-3	COSA 540	SWPPP	1	LS	\$15,302.00	\$15,302.00
	Access Road and Site Improvements					
ROAD-4	COSA 104	Street Excavation	822	CY	\$70.00	\$57,540.00
ROAD-5	COSA 105	Channel Excavation	251	CY	\$87.00	\$21,837.00
ROAD-6	COSA 200	Gravel Access Drive (6")	3700	LF	\$39.00	\$144,300.00
ROAD-7	COSA 505	Concrete Riprap (5")	26	SY	\$223.00	\$5,798.00
ROAD-8	SAWS-856	42" Steel-Casing	30	LF_	\$538.00	\$16,140.00
ROAD-9	TXDOT 464	Reinforced Concrete Pipe (30" Dia) (CL V)	152	LF	\$344.00	\$52,288.00
ROAD-10	TXDOT 466	Headwalls/ Outfall Structures	2	EA	\$18,496.00	\$36,992.00
ROAD-11	TXDOT 450	Extended Curb	66	LF	\$176.00	\$11,616.00
ROAD-12	TXDOT 529	Railing	66	LF	\$251.00	\$16,566.00
					-	
		Road To	tal (Lines R	OAD-1	through ROAD-12	\$425,000.00

SAWS = San Antonio Water System Construction

Specifications

COSA = City of San Antonio Standard Specification for

² Construction

TXDOT = Texas Department of Transportation Standard

3 Specifications

Line No.	Item#	Description	Unit	QTY	Unit Price	Total Price
Well-1	1	Site Improvements Including SWPPP Erosion Control Requirements and Practices	LS	1	\$335,000.00	\$335,000.00
Well-2	2	Install 30-Inch Diameter Conductor Casing To Depth - 80' Below Ground Surface	LF	80	\$962.00	\$76,960.00
Well-3	3	Drilling Rig Setup	LS	1	\$18,675.00	\$18,675.00
Well-4	4	Drill Pilot Borehole - Upper Interval (1 Each At 610 ft)	LF	610	\$89.00	\$54,290.00
Well-5	5	Pilot Borehole Geophysical Logging Suite "Run 1"	LS	1	\$24,743.00	\$24,743.00
Well-6	6	Gyroscopic Alignment/Caliper Survey Of Reamed Borehole	EA	1	\$18,000.00	\$18,000.00
Well-7	7	Ream Upper Pilot Borehole To A Min 26-Inch Diameter (from approx. 0' BGL to 560' BGL)	LF	610	\$276.00	\$168,360.00
Well-8	8	Furnish And Install 20-Inch O.D. Casing, HSLA Steel (ASTM A 606, TYPE 4)	LF	610	\$416.00	\$253,760.00
Well-9	9	Gyropscopic Alignment Survey Of Pump Chamber Casing to 500' Below Ground Surface	EA	1	\$18,000.00	\$18,000.00
Well-10	10	Furnish and Emplace API Class H Cement	CF	2500	\$25.00	\$62,500.00
Well-11	11	Drill Pilot Borehole – Lower Interval (from approx. 610' BGL to 1,010' BGL)	LF	400	\$143.00	\$57,200.00
Well-12	12	Pilot Borehole Geophysical Logging Suite "Run 2"	LS	1	\$25,347.00	\$25,347.00
Well-13	13	Ream Lower Pilot Borehole To A Min 18-Inch Diameter (from approx. 610' BGL to 1,010' BGL)	LF	400	\$236.00	\$94,400.00
Well-14	14	Furnish And Install 20,000 Gallons Of 28% Hydrochloric Acid In Production Borehole	EA	1	\$141,905.00	\$141,905.00
Well-15	15	Remove And Dispose Of Acid Residue	EA	1	\$73,299.00	\$73,299.00
Well-16	16	Stepped-Discharge Pumping Test (10-Hour)	EΑ	1	\$20,694.00	\$20,694.00
Well-17	17	Constant-Discharge Pumping Test (36-Hour)	EA	1	\$31,644.00	\$31,644.00
Well-18	18	Water Quality Sampling And Analyses	EA	1	\$5,000.00	\$5,000.00
Well-19	19	Well Disinfection	EA	1	\$8,165.00	\$8,165.00
Well-20	20	Final Well Color Video Log	EA	1	\$2,643.00	\$2,643.00
Well-21	21	Construct Well Sealing Block	EA	1	\$38,422.00	\$38,422.00
Well-22	22	Item 101 - Mobilization and Demobilization (Max 8% Of Line Items 1 - 21)	LS	1	\$122,000.00	\$122,000.00
Well-23	23	Acidizing in Excess of 20,000 Gallons, 28% Hydrochloric Acid in Production Borehole	GAL	1000	\$5.00	\$5,000.00
Well-24	24	Standby Time at the Direction of the Engineer, Owner or CoC	HR	100	\$804.00	\$80,400.00
Well-25	25	Abandonment of Pilot Borehole	LF	1000	\$23.00	\$23,000.00
Well-26	26	Drilling Rig Time for Unforeseen Conditions	HR	24	\$804.00	\$19,296.00

Line	Item #	Description	Unit	QTY	Unit Price	Total Price
No.						
Well-27	27	Drilling Fluid for Unforeseen Conditions	BBL	50	\$81.00	\$4,050.00
Well-28	28	100-Sack Cement Plug	EA	1	\$12,905.00	\$12,905.00
Well-29	29	Cement	SCK	150	\$65.00	\$9,750.00
Well-30	30	Haul Off/Disposal of Drilling Fluids or Cement	BBL	130	\$533.00	\$69,290.00
Well Total (Lines Well-1 through Well-30)					\$1,875,000.00	

ROAD AND WELL TOTAL	\$2 30	0.000	00
HOAD AND WELL TOTAL	WZ.00	0.000	. 00

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Discrepancies in Bid Forms
 - A. In the event of a discrepancy between the paper bid form and the online bid form, the bid amounts and quantities in the online bid form shall govern.
- 5.04 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date			
#1	June 9, 2025	· gr		
#2	June 9, 2025	13		
#3	June 11, 2025	1/6		
#4	June 13, 2025	1		

EJCDC® C-410, Bid Form for Construction Contract.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda,
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above: Bidder: Hydro Resources - Mid Continent, Inc. (typed or printed name of organization) By: (individual's signature) Jøshua C. Buse Name: (typed or printed) Vice President Title: (typed or printed) Date: 06.12.25 (typed or printed) If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attest: (individual's signature) Name: Wesley J. Box (typed or printed) Drilling Services Sales Manager Title: (typed or printed) 06.12.25 Date: (typed or printed) Address for giving notices: Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road Creedmoor, TX 78610 Bidder's Contact: Wesley J. Box Name: (typed or printed) Drilling Services Sales Manager Title: (typed or printed) Phone: 832-712-1230 Email: WBox@HydroResources.com Address: Hydro Resources - Mid Continent, Inc. 11536 Old Lockhart Road

Bidder's Contractor License No.: (if applicable) TDLR Water Well Driller License #60461

Creedmoor, TX 78610

UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF HYDRO RESOURCES-MID CONTINENT, INC. In lieu of Meeting

Pursuant to the provisions of Section 141 of the General Corporation Law of the State of Delaware, as amended, the undersigned members of the Board of Directors (the "Board") of Hydro Resources — Mid Continent, Inc., a Delaware corporation (the "Corporation"), do hereby execute this Unanimous Written Consent for the purpose of voting for, adopting, approving and consenting the following resolutions:

WHEREAS, the Board has made the following determinations:

• Officers of the company will be confirmed per the attached schedule.

NOW, THEREFORE, BE IT

RESOLVED, that officers will be confirmed per the attached schedule.

This Unanimous Written Consent may be executed in multiple counterparts, each of which shall constitute an original, of which together shall constitute one and the same Unanimous Written Consent.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation hereby consent to all of the foregoing effective as of May 23, 2023.

BOARD OF DIRECTORS:

Alton L. Cherry

Randy Taylor

HYDRO RESOURCES ORGANIZATION Officers and Directors Information (Approved 05/23/2023)



Hydro Resources - Mid Continent, Inc. (a Delaware corporation) EIN: 45-0531707

Title	Name	Director	ector Address					
CE0	Alton L. Cherry	Yes	1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 713-622-403					
President	Alton L. Cherry		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478					
Vice President	Randy Taylor	Yes	7531 FM 119 Sunray, TX 79086 806-948-4421	720 022 1000				
Vice President	Jason Barum		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478	713-622-4033				
Secretary	Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478					
Asst. Secretary	Angelica Martinez		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478					
Vice President	Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478					
Treasurer	Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478					
Vice President	Josh Buse		11536 Old Lockhart Road, Creedmoor, TX 78610	120 022 4000				

BID BOND (PENAL SUM FORM)

Bidder Hydro Resources - Mid Continent, Inc.	Surety Arch Insurance Company
Name: [Full formal name of Bidder]	Name: [Full formal name of Surety]
Address (principal place of business):	Address (principal place of business):
[Address of Bidder's principal place of business] 11536 Old Lockhart Road Creedmoor, TX 78610	[Address of Surety's principal place of business] Harborside 3, 210 Hudson St., Suite 300 Jersey City, NJ 07311-1107
Owner	Bid
Name: City of Castroville, Texas	Project:
Address (principal place of business):	Package 1 Flat Creek Water Plant Well Project in
1209 Fiorella	Castroville, Texas
Castroville, TX 78009	
	Bid Due Date: June 19, 2025
Bond	
Penal Sum: [Amount] Five Percent of the Gre	eatest Amount Bid (\$ 5% G.A.B.)
Date of Bond: [Date] June 19, 2025	
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by	reby, subject to the terms set forth in this Bid Bond, an authorized officer, agent, or representative.
Bidder	Surety
Hydro Resources - Mid Continent, Inc.	Arch Insurance Company
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: JABORE	By: Mull hart
(Signature)	(Signature) (Attach Power of Actorney)
Name: Name: (Printed or typed)	Name: David T. Miclette (Printed or typed)
Title: Vice President	Title: Attorney-in-Fact
Attest: Melly Box (Signature)	Attest: (Signature)
Name: Wesler Box	Name: Al Johnson
(Prioted or typed) Title: SHES MAN ASEN	(Printed or typed) Title: Witness
, - 3 , , . , . , . , . , . ,	nide.
joint venturers, if necessary.	ed notice. (2) Provide execution by any additional parties, such as

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
- Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loun, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Hawley, Ashley Britt, Barry K. McCord, David T. Mlelette, Lucas Lomax, Kathleen Cuckler, Nancy Rios, Nikole Jeannette, Robert C. Davis, Stacey Bosley, Stacy Owens and Will Duke of Houston, TX (EACH) Rita G. Gulizo of New Orleans, LA

its true and lawful Attorncy(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surely obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day Meurance of February, 2025.

> CURPORATE SEAL 1971

Attested and Certified

Ren A. SM

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Missouri

Commonwealth of Pennsylvania - Notory Soul MICHELE TRIPOOI, Hotory Public Philadolphia County My Commission Expires July 31, 2025 Commission Number 1168622

Michele Tripodi, Notary I ublic My commission expires 07/31/2025

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 27, 2025 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stophen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 19th lay of June 20 25

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company gurance except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance Company Claims Department

Surety Claims P.O. Box 542033 Omaha, NE 68154

suretyclaims@archinsurance.com

SFAI 1071 ISSOUR

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

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.

Arch Insurance Group

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

Call: Arch Insurance Group at 1-866-413-5550

Toll-free: 1-866-413-5550

Online: http://www.archcapgroup.com

Email: consumercomplaints@archcapservices.com

Mail: Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107

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: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no Ío hace, podría perder su derecho para apelar.

Arch Insurance Group

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Arch Insurance Group al 1-866-413-5550

Teléfono gratuito: 1-866-413-5550
En línea: http://www.archcapgroup.com

Correo electrónico: consumercomplaints@archcapservices.com

Dirección postal: Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1107

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: <u>www.tdi.texas.gov</u>

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX

78711-2030

QUALIFICATION STATEMENT OF BIDDER

ARTICLE 1—GENERAL INFORMATION

1.02

1.03

Address:

1.01	Provide	contact	information	for	the Business

	lame of Busine	ss: Hydro Res	sources - I	Mid Continent, Inc	C	
Corpora	ate Office	-W				
Name:	Jason Barn	um_		Phone number:	303-857-7540	
Title: VP Business Developement			nt	Email address:	JBarnum@HydroResou	ces.com
Busines	s address of co	orporate office:	Hydro R	esources Holding	s, Inc.	1
			One Sug	ar_Creek_Center	Blvd, Suite 400	
			Sugar La	and, TX 77478		1
Local C	Office					
Name:	Joshua C. E	Buse		Phone number:	512-858-4375	
Title:	Vice Presid	ent		Email address:	JBuse@HydroResource	- ∋s.com
Busines	s address of lo	cal office:	Hydro Re	esources - Mid C	ontinent, Inc.	
				ld Lockhart Road	<u> </u>	
		.	Creedmo	or, TX 78610		1
		☐ Sole Proprieto	rship 🏻 Pa	nal structure;		
☐ Limi 1. 2. 3.	ted Liability C	□ Sole Proprieto ompany □ Joint	rship □ Pa	rtnership M Corpo	ration lowing companies:	-
☐ Limi 1. 2. 3. Provide	ted Liability C	□ Sole Proprieto ompany □ Joint alification Stater	rship □ Pa Venture co ment for ea	ertnership Corpo comprised of the fole ch Joint Venturer.	lowing companies:	-
Limi 1. 2. 3. Provide Date Bu	ted Liability C	□ Sole Proprieto ompany □ Joint alification Stater med: 01.14.0	rship Pa Venture co	entnership Corpo comprised of the fol ch Joint Venturer. te in which Busine	lowing companies: ss was formed: Delaware	
Limi 1. 2. 3. Provide Date Bu	ted Liability C	□ Sole Proprieto ompany □ Joint alification Stater	rship Pa Venture co	entnership Corpo comprised of the fol ch Joint Venturer. te in which Busine	lowing companies:	
Limi 1. 2. 3. Provide Date Bu Is this E	a separate Quusiness was for Business authorall businesses t	□ Sole Proprieto company □ Joint alification Stater med: 01.14.0	rship Pa Venture co ment for ea 14 Sta n the Proje	ch Joint Venturer. te in which Busine ct location?	lowing companies: ss was formed: Delaware	
Limi 1. 2. 3. Provide Date Bu Is this Edentify a partly (2:	a separate Quusiness was for Business authorall businesses t	□ Sole Proprieto company □ Joint alification Stater med: 01.14.0 rized to operate i that own Busines owned by Busin	ment for ean of the Projects in whole tess:	ch Joint Venturer. te in which Busine ct location?	ss was formed: Delaware Yes □ No □ Pending	
Limi 1. 2. 3. Provide Date Bu Is this Edentify a partly (2:	a separate Quasiness was for Business authorall businesses to 5% or greater) of business:	□ Sole Proprieto ompany □ Joint alification Stater med: 01.14.0 rized to operate i hat own Busines owned by Busin Hydro Resource	ment for ean of the Projects in whole tess: s Holdings,	ch Joint Venturer. te in which Busine ct location?	ss was formed: Delaware Yes No Pending greater), or that are wholly or	
I Limi 1. 2. 3. Provide Date Bu Is this Edentify a partly (2: Name of	a separate Quasiness was for Business authorall businesses to 5% or greater) of business:	□ Sole Proprieto ompany □ Joint alification Stater med: 01.14.0 rized to operate i hat own Busines owned by Busin Hydro Resource	ment for ean of the Projects in whole tess: s Holdings,	ch Joint Venturer. te in which Busine ct location?	ss was formed: Delaware Yes I No I Pending greater), or that are wholly or	
I Limi 1. 2. 3. Provide Date Bu Is this Edentify a partly (2: Name of	a separate Quasiness was for Business authorall businesses to 5% or greater) of business:	□ Sole Proprieto ompany □ Joint alification Stater med: 01.14.0 rized to operate i hat own Busines owned by Busin Hydro Resource	ment for ean of the Projects in whole tess: s Holdings,	ch Joint Venturer. te in which Busine ct location?	ss was formed: Delaware Yes I No I Pending greater), or that are wholly or	

1.04	Provide information regarding the Business's officers, partners, and limits of authority.								
	Name:	Alton Ch	erry	Title:	Presid	ent/CE	0		
	Authori		contracts: Yes □ No	Limit	of Authority: \$ unlimited			ited	
	Name:	Jason B	arnum	Title:	tle: VP Business Developement			pement	
	Authori	zed to sign	contracts: ☑ Yes ☐ No	Limit	Limit of Authority: \$2,500,000				
	Name:	Joshua C	Title:	Vice P	reside	nt			
	Authori	zed to sign	Limit	of Authority: \$500,000*			0*		
	Name:	Title:			*increase with wr	d limit allowed Itten authority			
ARTICL	E 2—LIC	ENSING							
2.01	Provide i	nformation	regarding licensure for I	Business:					
	Name of	f License:	Water Well Driller						
	Licensing		State of Texas Dep	t. of Licen	sing ar	nd Re	gulation		
	License No:		60461	Expiration			9.26		
	Name o	f License:							
	Licensin	ng			•				
	License	No:		Expiration	n Date:	<u> </u>			
ARTICL	E 3—DIV	ERSE BUS	INESS CERTIFICAT	IONS					
3.01	Provide i		regarding Business's Di		ess Certi	ficatio	n, if any. I	Provide evidence	
		Ce	ertification	,	Certifyin	g Age	ncy	Certification Date	
	□ Disac	dvantaged E	Business Enterprise		1,000				
	☐ Mino	rity Busine	ss Enterprise						
	□ Wom	ıan-Owned	Business Enterprise						
	□ Smal	l Business l	Enterprise						
	□ Disal	bled Busine	ss Enterprise						
	☐ Veteran-Owned Business Enterprise								
	□ Servi	ess							
		Zone Busin tilized) Bus	ess (Historically iness				· · · · · · · · · · · · · · · · · · ·		
	□ Other	1							
	☑None	>							

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	John Halloran					
Safety Certifications	see at	tached resume and certifica	ertifications			
Certification Name		Issuing Agency	Expiration			

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2024		2023			2022			
Company	EMR	TRF R	МН	EMR	TRF R	МН	EMR	TRF R	МН
Hydro Resources	1.42	3.74	695,513	1.38	8.76	684,964	1.15	8.78	546,877

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	PNC Financial Services						
Business address:	PNC Financial Services 2200 Post Oak Blvde, 20th Floor Houston, TX 77056						
Date of Business's mo	Attached						
Date of Business's mo	Date of Business's most recent audited financial statement: 04.23.24						
Financial indicators fr	om the most recent financial statement						
Contractor's Current 1	4.110						
Contractor's Quick Ra + Short Term Investm	2.094						

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	266
Estimate of revenue for the current year:	\$140,000,000
Estimate of revenue for the previous year:	\$100,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with pro	ects like	e the proposed project:	21 yea	nrs
As a general contractor:	21	As a joint venturer:		
Has Business, or a predecesso	er in inte	erest, or an affiliate ide	ntified in	Paragraph 1.03:
Been disqualified as a bidde ☐ Yes ☑ No	er by an	y local, state, or federa	l agency	within the last 5 years?
Been barred from contractin ☐ Yes ☑ No	ng by an	y local, state, or federa	l agency	within the last 5 years?
Been released from a bid in	the pas	t 5 years? 🗆 Yes 🏹 No)	
Defaulted on a project or fa	iled to c	omplete any contract a	warded t	to it? □ Yes □ No
Refused to construct or refuchange order? Yes No		rovide materials define	ed in the	contract documents or in a
Been a party to any current	y pendi	ng litigation or arbitrat	ion? 🗆 Y	/es ☑ No
Provide full details in a separ	ate attac	hment if the response	to any of	these questions is Yes.

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
 - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.

- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:	Hydro Resources - Mid Continent, Inc.					
	(typed or printed name of organization)					
By:	- ARuse					
- ,	(indryidual's signature)					
Name:	Joshua C. Buse					
	(typed or printed)					
Title:	Vice President					
	(typed or printed)					
Date:	06.12.25					
	(date signed)					
(If Business	s is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)					
Attest:	Theles Box					
Tittost.	(individual's signature)					
Name:	Wesley J. Box					
rume.	(typed or printed)					
Title:	Drilling Services Sales Manager					
	(typed or printed)					
Address for	r giving notices:					
	Hydro Resources - Mid Continent, Inc.					
	11536 Old Lockhart Road					
2000 Table 1	Creedmoor, TX 78610					
Designated	Representative:					
Name:	Wesley J. Box					
	(typed or printed)					
Title:	Drilling Services Sales Manager					
	(typed or printed)					
Address:	Libratus Danassus Mild Ocalis and Liv					
	Hydro Resources - Mid Continent, Inc.					
	11536 Old Lockhart Road					
	Creedmoor, TX 78610					
Phone:	832-712-1230					
Email:	WBox@HvdroResources.com					

UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF HYDRO RESOURCES - MID CONTINENT, INC. In lieu of Meeting

Pursuant to the provisions of Section 141 of the General Corporation Law of the State of Delaware, as amended, the undersigned members of the Board of Directors (the "Board") of Hydro Resources — Mid Continent, Inc., a Delaware corporation (the "Corporation"), do hereby execute this Unanimous Written Consent for the purpose of voting for, adopting, approving and consenting the following resolutions:

WHEREAS, the Board has made the following determinations:

Officers of the company will be confirmed per the attached schedule.

NOW, THEREFORE, BE IT

RESOLVED, that officers will be confirmed per the attached schedule.

This Unanimous Written Consent may be executed in multiple counterparts, each of which shall constitute an original, of which together shall constitute one and the same Unanimous Written Consent.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of the Corporation hereby consent to all of the foregoing effective as of May 23, 2023.

BOARD OF DIRECTORS:

Alton L. Cherry

Randy Taylo

HYDRO RESOURCES ORGANIZATION Officers and Directors Information (Approved 05/23/2023)



<u>Hydro Resources - Mid Continent, Inc. (a Delaware corporation)</u> EIN: 45-0531707

Title	Name	Director	Address	
CE0	Alton L. Cherry	Yes	1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478	742 000 4000
President Vice President	Alton L. Cherry Randy Taylor	Yes	1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 7531 FM 119 Sunray, TX 79086 806-948-4421	713-622-4033
Vice President Secretary Asst. Secretary Vice President Treasurer	Jason Barum Justin Traurig Angelica Martinez Justin Traurig Justin Traurig		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478	713-622-4033 713-622-4033 713-622-4033
Vice President	Josh Buse		1 Sugar Creek Center Blvd., Suite 400, Sugar Land, TX 77478 11536 Old Lockhart Road, Greedmoor, TX 78610	713-622-4033



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for Hydro Resources - Mid Continent, Inc. (file number 800300404), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on February 04, 2004.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 23, 2016.



Carlos H, Cascos Secretary of State





Hydro Resources Holdings, Inc. and Subsidiaries

Consolidated Financial Statements and Supplementary Information

December 31, 2024 and 2023



Independent Auditors' Report

To the Board of Directors and Stockholders of Hydro Resources Holdings, Inc. and Subsidiaries

Opinion

We have audited the consolidated financial statements of Hydro Resources Holdings, Inc. and Subsidiaries, (the Company) which comprise the consolidated balance sheets as of December 31, 2024, and the related consolidated statements of income, stockholders' equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

CONFIDENTIAL

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks.
 Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures
 that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the
 effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that
 raise substantial doubt about the Company's ability to continue as a going concern for a reasonable
 period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Pittsburgh, Pennsylvania April 8, 2025

Baker Tilly US, LLP

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Hydro Resources Holdings, Inc. and Subsidiation Consolidated Balance Sheets

Consolidated Balance Sheets December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash	\$ 15,532,876	\$ 6,392,278
Trade accounts receivable, net	36,760,319	27,066,320
Contract assets	15,757,770	13,517,759
Accrued revenue	513,597	545,522
Inventory, net	12,825,028	16,078,469
Prepaid income taxes	56,436	481,707
Employee Retention Credit receivable	2,300,064	W 1991
Other current assets	3,342,571	1,052,605
Total current assets	87,088,661	65,134,660
Other Assets		
Machinery and equipment, net	45,326,494	41,924,890
Goodwill, net	1,104,095	2,198,483
Operating lease right-of-use assets	705,406	1,254,979
Other assets	1,178,263	1,179,941
Total other assets	48,314,258	46,558,293
Total assets	\$ 135,402,919	\$ 111,692,953
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable	\$ 6,522,576	\$ 4,173,314
Accrued expenses	8,226,681	8,189,754
Contract liabilities	4,872,214	2,654,074
Operating lease liabilities, current portion	604,798	593,769
Total current liabilities	20,226,269	15,610,911
Long-Term Liabilities		
Deferred tax liability	8,022,048	7,499,427
Operating lease liabilities, net of current portion	161,075	765,873
Other long-term liability	226,452	276,453
Total noncurrent liabilities	8,409,575	8,541,753
Total liabilities	28,635,844	24,152,664
Stockholders' Equity		
Common stock	131	131
Additional paid-in capital	5,991,345	5,810,597
Retained earnings	117,639,274	98,593,236
Treasury stock	(16,863,675)	(16,863,675)
Total stockholders' equity	106,767,075	87,540,289
Total liabilities and stockholders' equity	\$ 135,402,919	\$ 111,692,953

Hydro Resources Holdings, Inc. and Subsidiar OFFIDENTIAL Consolidated Statements of Income Years Ended Describe 64 2001

Years Ended December 31, 2024 and 2023

	2024	2023	
Revenues Drilling revenue Service revenue Other	\$ 133,319,952 48,165,093 520,918	\$ 116,913,513 52,761,446 464,091	
Total revenues	182,005,963		
Cost of Revenues	104,717,288	99,965,146	
Gross profit	77,288,675	70,173,904	
Operating Expenses General and administrative Depreciation and amortization	49,175,246 6,305,241	41,978,150 6,106,040	
Total operating expenses	55,480,487	48,084,190	
Operating income	21,808,188	22,089,714	
Other Income, Net	2,869,282	605,775	
Interest Income, Net	606,547	329,398	
Income before provision for income taxes	25,284,017	23,024,887	
Provision for Income Taxes	(6,237,979)	(5,441,401)	
Net income	\$ 19,046,038	\$ 17,583,486	

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Arch Insurance Company					
Surety is a corporation organized and existing under the laws of the state of: Missouri					Missouri	
Is surety authorized to provide surety bonds in the Project location? ✓ Yes ☐ No						
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? — Yes- 🗆 No						
Mailing Address (principal place of business):		Arch Insurance Company				
		Harborside 3, 210 Hudson Street, Suite 300				
		Jersey City, NJ 07311				
Physical Address						
(principal place of business):		same as above				
Phone (main):	nain): 201-201-7969		Phone (claims):	877-688-2	2724	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance etc.):	provider, a	nd type of policy	(CLE, auto,		
Insurance Provider		Type of Policy (Coverage Provided)			
Continental Casualty Company		Commercial General Liability, Auto Liability			
Continental Insurance Company		Worker's Comp			
Navigators Specialty Insurance Company		Umbrella Liability			
Navigators Specialty Insurance Company		Excess Liability			
Are providers licensed or authorized to issue poli			licies in the Project location? Yes D		☑ Yes □ No
Does provider have an A.M. Best Rating of A-V			'II or better? ✓ Yes □		☑ Yes □ No
(principal place of business):		Marsh & McLennan Agency, LLC			
		2500 City West Blvd, Suite 2400			
		Houston, TX 77042			
Physical Address (principal place of business):					
		same as above			
Phone (main): 71	3-780-660	01	Phone (claims):	713-780-6601	

List of Proposed Subcontractors

Subcontractor's Mailing Addresses:

Butch's Rathole – Conductor Drilling & Casing 700 Austin Street Levelland, TX 79336 (806) 894-6294

Geo Cam, Inc. – Geophysical Logging 17118 Classen Road San Antonio, Texas 78247 (210) 281-5820

Jeremy Clark Welding, Inc. – Welding 3104 Conveyor Drive Burleson, Texas 76028 (817) 556-2206

Cudd Energy Services – Cementing 1434 County Road 422 Pleasanton, TX 78064 (830) 254-4200

Central Texas Road, Inc. – Road Construction P.O. Box 2349 Wimberley, Texas 78676 (512) 557-6254

J&K Utility Services, LLC – Drilling Site Work 5607 Williamson Road Creedmoor, Texas 78610 (512) 243-9892

K-3BMI, Inc. – Waste Hauling 9458 FM 362 Brookshire, Texas 77423 (281) 375-5778

List of Proposed Suppliers

Suppliers Mailing Addresses:

Challenger Steel-Casing 12309 E. Mirabeau Pkwy Spokane Valley, WA 99216 509-701-8333

Mill Man Steel, Inc. 1441 Wazee Street Suite 104 Denver, OC 80202

PW Gillibrand - Gravel 1000 Oglebay Norton Dr. Brady, TX 76825 (325) 597-0721

Roscoe Moss Company 4360 Worth Street Los Angeles, CA 90063 602-677-4266

B&B Bit & Tool, Inc. 4898 FM 367 Wichita Falls, TX 76305 (940) 692-2838

Aqua-Tech Laboratories, Inc. 3512 Montopolis Drive Austin, Texas 78744 (512) 301-3707

PCS Laboratories 1532 Universal City Blvd. Universal City, TX 78148 (210) 340-0343 SPL Labs 2600 Dudley Road Kilgore, TX 75663 (903) 984-0551

Schedule A—Current Projects

Name of Organization	Hydro Resources - I	∕lid C	Continent Inc					
Project Owner	Brazoria County MUD 32			Project Name Plant 2, Wells 1 & 2				
General Description of P				Froject Name Flant 2, Wolls 1 & 2				
Project Cost	\$1,500,000		 *	Date Project			00.07.05	
Key Project Personnel	Project Manager		Project Superio	·	_	Safoi	02.07.25 ty Manager	Quality Control Manager
Name	Keith Kelso		Mike Bus		<u> </u>			Quality Control Manager
	mation (listing names indica	ites an			l divir		n Halloran	Mike Buse
Hererence Contact inform	Name	ico ap	Title/Position	Organi			Telephone	Email
Owner	114112		Tracy Tobicion	 			reiephone	Elliali
Designer	Nathaniel Leil		Engineer	BCM			281-373-0500	
Construction Manager	Nathaniel Lei		Engineer	Water Engi	inee	ers, Inc.	201-373-0500	
Construction Manager	<u> </u>			<u> </u>				<u> </u>
Project Owner	Montgomery County MUI	D 173		Project Nam	e	Well 1	-	
General Description of P	roject						-	
Project Cost	\$800,000	Date Project			0-	1.01.25		
Key Project Personnel	Project Manager	Project Superinte		ntendent Safe		ty Manager	Quality Control Manager	
Name	Keith Kelso		James Park	lames Parker John Halloran		n Halloran	James Parker	
Reference Contact Inform	mation (listing names indica	ites ap	proval to contacting	the names inc	livid	luals as a i	reference)	
	Name		Title/Position	Organization		on	Telephone	Email
Owner				MCMUD 173		173	-	
Designer			Eningeer	Spear Point	Eng	Ineering	936-256-2626	
Construction Manager	Shea Boynton	VP o	of Project Delivery	PERE	NF	RA	303-875-9815	Shea.Boynton@Perenfra.com
Project Owner	City of El Campo	* . *		Project Nam	a T	Augmug F	'IMotor Diant	No. 2012 10 10 10 10 10 10 10 10 10 10 10 10 10
General Description of P				rroject Nam	<u>e </u>	Avenue F	Water Plant	
Project Cost	\$1,400,000			Date Project		Т.		
Key Project Personnel	Project Manager		Project Superli		<u>. </u>)2.01.25 ty Manager	Cuelles Centrel M
Name	Keith Kelso		James Par				·	Quality Control Manager
	mation (listing names indica	toc on					n Halloran	James Parker
vereience contact inion	Name	res ap	Title/Position	the names ind Organi				
Owner	INAILIE		True/Position	1			Telephone	<u>Email</u>
Designer	William Huebner	·	Engineer	City of E	_		ATO DOD TO:-	11.000
Construction Manager	Wesley Payton	C	eneral Contractor	Strand A			979-836-7937	William.Huebner@Strand.com
Construction Manager	vvesiey raytoff		GIIGIAI COITHAGIOI	WW Pay	ton	corp,	281-371-7068	

Schedule A—Current Projects

Name of Organization	Hydro Resources -	Mid Continent, Inc.					
Project Owner	City of Corpus Christi		Project Name Emergency Nueces Wells				
General Description of F	Project						
Project Cost	\$2,400,000		Date Project		03.21.25		
Key Project Personnel	Project Manager	Project Superir	tendent	Sa	fety Manager	Quality Control Manager	
Name	Billy Hamilton	James Pa			hn Halloran	James Parker	
Reference Contact Infor	mation (listing names indica	ites approval to contacting	the names inc	lividuals as	a reference)		
	Name	Title/Position	Organi	zation	Telephone	Email	
Owner	Nicholas Winkelmann	PE, Dir. of Water System	City of Cor	pus Chirsti	361-826-3500		
Designer							
Construction Manager							
Project Owner	City of McAllen		Project Nam	e Teet Dr	Illing and Temporary V	Mell Testing	
General Description of F	Project			<u>- 165(D1</u>	illing and Temporary v	·	
Project Cost	\$2,400,000	C-different	Date Project 04.08		04.08.25	4.08.25	
Key Project Personnel	Project Manager	Project Superir	ntendent Safety M		fety Manager	Quality Control Manager	
Name	Keith Kelso	Keith Kelso James Pa		Jo	ohn Halloran	James Parker	
Reference Contact Infor	mation (listing names indica	ates approval to contacting	the names inc	lividuals as	a reference)		
	Name	Title/Position	Organ	zation	Telephone	Email	
Owner	Gerardo Noriega	Purchasnig & Contracting	City of I	VicAllen	956-681-1130	GNoriega@McAllen.net	
Designer	Marco Vega	PE General Manager	City of I	McAllen 956-681-1630			
Construction Manager		-				-	
Project Owner	Mustang Special Utility D	istrict	Project Nam	e Temple	e Dane and Silverado	Wells	
General Description of F			T TO JOECE TVAIT	<u> </u>			
Project Cost	\$6,000,000		Date Project	T	11.01.25	7	
Key Project Personnel	Project Manager	Project Superir			fety Manager	Quality Control Manager	
Name	Keith Kelso	Mike BUs			ohn Halloran	Mike Buse	
Reference Contact Infor	mation (listing names indica	ates approval to contacting	the names inc	_		111110 2000	
	Name	Title/Position	Organ		Telephone	Email	
Owner			Mustai	ng SUD	'		
Designer	Samuel Davis	Engineer		r Bizzell	512-930-9412	SDavis@StegerBlzzell.com	
Construction Manager			-3-				

Schedule B—Previous Experience with Similar Projects

Name of Organization	Hydro Resources - M	flid Continent, Inc.				
Project Owner	Alliance Regional Water A		Project Name	Phase 19	3 Well Construction	****
General Description of Project Construct (4) Public Water Supply Wells in the Carrizo Aquifer						int.
Project Cost	\$2,291,011	<u> </u>	Date Project Co		021	
Key Project Personnel	Project Manager	Project Superin	tendent	Safe	ety Manager	Quality Control Manager
Name	Sterlng Cherry	Mike B	use	Jos	sh Buse	James Parker
Reference Contact Information	n (listing names indicates approval	to contacting the names individ	luals as a referen	ce)		***
	Name	Title/Position	Organi	zation	Telephone	Email
Owner		Al	ance Region	al Water Auth	ority	
Designer	James Bene	Engineer	R.W. Harde	n & Assoc.	512-345-2379	James.Bene@RWHarden.com
Construction Manager						
Due le et Ouve en	City of Elmendorf, TX		Project Name	Post II and	. (6 (. 141 . !!	
Project Owner General Description of Project		Jublia Mater Supply			ater Supply Wells	
						
Project Cost	\$1,380,292 Date Project Completed 2019					
Key Project Personnel	Project Manager Sterling Cherry	Project Superin Mike Bu				Quality Control Manager
Name	·			l	SII DUSE	James Parker
Reference Contact Informatio	n (listing names indicates approval		1			
	Name	Title/Position	Organi City of Film	zation nendorf, TX	Telephone	<u>Email</u>
Owner	Garry Montgomery	Engineer	ļ <u>-</u>	igineering	830-798-3952	GarryM@EugPros.com
Designer	Garry Montgomery	Engineer	Othity Ei	igineering	630-796-3932	Garryw@EugPros.com
Construction Manager	<u> </u>		1			
Project Owner	Simeon Escondido Legac	V	Project Name	Carrizo V	Vilcox Wells 1 & 2	
General Description of Project	Construct (2) P	ublic Water Supply V	Vells in the			
Project Cost	\$1,157,846		Date Project Co		022	
Key Project Personnel	Project Manager	Project Superin	tendent	Safe	ety Manager	Quality Control Manager
Name	Patrick Way	Mike Bu			n Halloran	James Parker
Reference Contact Informatio	n (listing names indicates approval	to contacting the names individ	duals as a referen	ce)		
	Name	Title/Position	Organi	zation	Telephone	Email
Owner			SE Le	egacy		
Designer	Jordan Furnans	Engineer	LRE \	Vater	512-863-3000	
Construction Manager						

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Schedule B—Previous Experience with Similar Projects

Name of Organization	Hydro Resources - N	/lid Continent, Inc.				
Project Owner	El Paso Water Utilities		Project Name			
General Description of Proje	ect 10 public water sur	uply wells - (Hydro has co	mpleted 4 mu	ilti-well packa	ges for EPWU)	
Project Cost	\$8,035,315		Date Project Co		2023	
Key Project Personnel	Project Manager	Project Superin	tendent	Safe	ety Manager	Quality Control Manager
Name	Keith Kelso	Mike Bu	ıse	Came	ron Engleman	James Parker
Reference Contact Informat	tion (listing names indicates approva	to contacting the names indivi	duals as a referen	ce)		
	Name	Title/Position	Organi	ization	Telephone	Email
Owner	Scott Reinert	GM	El Paso Wa	ater Utilities	915-594-5579	SReinert@EPWater.org
Designer	Joe Moreno	Engineer	Brown &	Caldwell	915-545-4400	JMoreno@BrwnCald.com
Construction Manager						
Project Owner	San Antonio Water Syste	ms	Project Name	Artesia P	ump Station Wells	7 & 8
General Description of Proje	ect Construct (2) Pub	lic Water Supply Wells	1			
Project Cost	\$9,700,000 Date Project Completed 2023					
Key Project Personnel	Project Manager	tendent Safety Manager			Quality Control Manager	
Name	Keith Kelso Mike Bu		se Cameron Engleman			James Parker
Reference Contact Informat	tion (listing names indicates approva	to contacting the names indivi	duals as a referen	ce)		
	Name	Name Title/Position		ization	Telephone	Email
Owner			san Antonio V	Vater System	S	
Designer	Maxwell Wallack	Engineer	Arcadis U.S. Inc. 512-659-4		512-659-4770	Maxwell.Wallack@Arcadis-us.com
Construction Manager						
Project Owner	City of Stephenville, Texa		Project Name	636 Mall	Field Project	
General Description of Proje		c Water Supply Wells	1 Project Name		i-leiu Fioject	····
Project Cost	\$2,732,000	e water ouppry wens	Date Project Co	muleted 5	2023	
Key Project Personnel	Project Manager	Project Superin			ety Manager	Quality Control Manager
Name	Keith Kelso	Mike B		Cameron Engleman		James Parker
	tion (listing names indicates approva					Carlos i anoi
<u> </u>	Name	Title/Position		ization	Telephone	Email
Owner			City of Steph			-
Designer	Kent Riker	Engineer		Engineering	817-785-7121	KRiker@ProvenanceEngineering
Construction Manager			1	<u> </u>	i	

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Schedule C—Key Individuals

			: :					
Project Manager								
Name of individual	individual Keith Kelso			10 · · · · · · · · · · · · · · · · · · ·				
Years of experience	as project m	anager	7 years	7 years				
Years of experience	with this org	anization	1 year					
Number of similar p	rojects as pro	oject manager	30+		,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>			
Number of similar p	rojects in oth	ner positions	100+					
Current Project Assi	gnments							
Name of assignmen	t		Percent of time used project	l for this	Estimated project completion date			
Exisiting Project	ts		70%		Ongoing			
Administrative	and Mana	gerial Duties	30%		Ongoing			
Reference Contact I	nformation (I	listing names indicates approv	al to contact named individuals	as a referer	nce)			
Name			Name					
Title/Position			Title/Position					
Organization			Organization					
Telephone			Telephone					
Email			Email					
Project			Project					
Candidate's role on	project		Candidate's role on	Candidate's role on project				
Project Superintend	lent		<u> </u>					
Name of individual			James Parker		····,			
Years of experience	Years of experience as project superintendent							
Years of experience	with this org	anization	30 years 9 years					
Number of similar p	rojects as pro	oject superintendent	200+	,				
Number of similar p	rojects in oth	ner positions	200+					
Current Project Assi	gnments							
Name of assignmen	t		Percent of time used project	for this	Estimated project completion date			
Exisiting Proje	ects		80%		Ongoing			
Administrative		gerial Duties	20%		Ongoing			
Reference Contact I	nformation (I	listing names Indicates approv	ral to contact named individuals	as a referei				
Name			Name					
Title/Position			Title/Position					
Organization			Organization					
Telephone			Telephone					
Email			Email					
Project			Project					
Candidate's role on project			Candidate's role on project					

Safety Manager								
Name of individual			John Hallorar	John Halloran				
Years of experience as project manager		11 years	11 years					
Years of experience with this organization		6 years						
Number of similar p	projects as pro	oject manager	500+					
Number of similar p	rojects in oth	er positions	500+					
Current Project Assi	ignments							
Name of assignmen	t		Percent of time use project	d for this	Estimated project completion date			
Training and	Job Site \	∕isits	70%		Ongoing			
Reportig and			30%		Ongoing			
Reference Contact I	nformation (isting names indicates appro	val to contact named individua	s as a referer	nce)			
Name			Name	•				
Title/Position			Title/Position					
Organization		700	Organization					
Telephone			Telephone					
Email			Email					
Project			Project					
Candidate's role on	project		Candidate's role on	Candidate's role on project				
Quality Control Ma	nager							
Name of individual			James Parke	r				
Years of experience	as project su	perintendent	30 years	30 years				
Years of experience	with this org	anization		9 years				
Number of similar p	orojects as pro	ject superintendent		200+				
Number of similar p	rojects in oth	er positions	200+	200+				
Current Project Assi	gnments							
Name of assignmen	t		Percent of time use project	d for this	Estimated project completion date			
Exisiting Project	s		80%		Ongoing			
Administrative a	nd Manage	erial Duties	20%		Ongoing			
Reference Contact I	nformation (I	isting names indicates appro	val to contact named individua	s as a referer				
Name			Name					
Title/Position			Title/Position					
Organization			Organization					
Telephone			Telephone					
Email			Email					
Project			Project		-			
Candidate's role on project			Candidate's role on project					

PROJECT MANAGEMENT TEAM Hydro Resources Regional Office Creedmoor, Texas General Manager TDLR #61375 Safety Manager **Project Manager** John Halloran Keith Kelso Superintendent James Parker TDLR #60461 **Drilling Fluids Manager Geophysical Logging** Fred Rothauge Mike Miller GEOCAM Service King Drilling Rig SEMCO 30 Ton Pump Rig Bowen Vallejos James Blue **Drilling Foreman Pumping Test Supervisor Mount Sopris Instruments** Video Camera Truck



JOSHUA C. BUSE Vice President/General Manager

PROFILE

Experience started in field operations and evolved to sales and management. Extensive experience enforcing regulatory and safety compliance while improving tools for teammates to accomplish goals. Successful and team driven individual committed to proactive planning and goal-oriented work.

WORK EXPERIENCE

Hydro Resources, Inc.Vice President/General Manager

2021 to Present

Citgo Petroleum Chief Operator

2019 - 2021

Valero McKee Refinery Manager or Rentals

2013 - 2019

CONTACT

CELL: 512-557-4988

OFFICE: 512-858-4375

EMAIL:

JBuse@HydroResources.com

WEBSITE:

www.HydroResources.com



SPECIALIZED TRAINING & CERTIFICATIONS

Licensed Well Driller, State of Louisiana, No. 898 Licensed Well Driller and Pump Installer, State of Texas, No. 61375

Occupational Safety & Health, Associate Degree

 Columbia Southern University CPR/First Aid Instructor Certified OSHA 30 Hr. Training Course Forklift Trainer Certified Class A CDL

Aerial Lift Certified
MSHA New Miner Certified

TWIC Card Holder Crane/Rigger Certified

DOT Supervisor Reasonable Suspicion Certified FMCSA designated employer representative

PROFESSIONAL AFFILIATIONS

National Ground Water Association Texas Groundwater Association



TEXAS DEPARTMENT OF LICENSING 8

Texas Department of Licensing and Regulation **Result Listing**

Name and Location	Other Information
BUSE, JOSHUA CODY	Water Well Driller and Pump Installer License #: 61375 Expiration Date: 07/27/2026
DODE, JOSHICK COD I	Type: W License Status: Active
	Phone: (512) 858-4375 Continuing Education Status: OK

Driller Designations:

Pump Installer Designations:

(W) - water well;

(M) - monitoring well;

(C) - closed loop geothermal well;

(N) - injection well;

(D) - dewatering well;

(A) - master well driller which includes all designations previously listed.

(L) - windmills, hand pumps, and pump jacks;

(P) - single phase pumps;

(K) - three phase pumps;

(T) - line-shaft turbine pumps;

(I) - master water well pump installer which includes all designations previously listed.

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PROFILE

20-year military veteran with over 12 years of Safety specific experience: managing teams as small as 2 and as large as 62; charged to provide safety oversight of more than 4,500 installation personnel, contractors, and their families. Responsible for development and implementation of strategic goals, influencing system thinking solutions, and facilitating forward thinking initiatives. Vast knowledge of mishap investigation techniques and reporting; conducts investigations to identify root cause and contributing elements. Author of 75+ explosive site plans, standard operating procedures, operating instructions, waivers, deviations, risk assessments, and hazard of electromagnetic radiation surveys.

CONTACT

CELL:

210-563-3727

OFFICE:

303-857-7540

EMAIL

JHalloran@HydroResources.com

WERSITE

www.HydroResources.com



JOHN HALLORAN Corporate Safety Manager

WORK EXPERIENCE

Hydro Resources, Inc. Safety Manager	2018 to Present
Seymour Johnson AFB Safety Manager	2015 - 2018
Seymour Johnson AFB Production/Project Manager	2013 - 2015
Lackland AFB Safety/Recruit Instructor	2007 - 2013

EDUCATION

Columbia Southern University

- +Bachelor of Science in Business Administration, magna cum laude Community College of the Air Force
 - +Professional Managers Certification
 - +Associates Degree Instructor-In-Technologies
 - +Associates Degree Aircraft Armament Technologies

PROFESSIONAL AFFILIATIONS

Board of Cetrified Safety Professionals (BCSP) American Society of Safety Professionals (ASSP)

SPECIALIZED TRAINING & CERTIFICATIONS

ASP Certification from the BCSP – Certification #ASP-34830
Certified CPR/First Aid Instructor
Certified Fall Protection Competent Person
MSHA 24hr Surface Miner
Certified Rigger/Signalman
Certified MINA (Mishap Investigation Non-Aviation) Investigator
Executive-Level Leadership & Management Training, USAF
Mid-Level Leadership & Management Training, USAF
OSH Academy, 132 Hour, Occupational Safety and Health Professional

REFERENCES

Courtney Hemenway, Hemenway Groundwater Engineering 303-805-1750 CHemenway@MSN.com
Lance Nielsen P.E., Hansen, Allen & Luce 801-566-5599 LNielsen@HansenAllenLuce.com
Heather Justus, Town of Castle Rock, CO 720-733-6081 HJustus@CRGov.com
Gina Burke, Jehn Water Consultants, President 303-321-8335 GBurke@JehnWater.com



PROFILE

Manage through each project phase to complete on time and at budget. Coordinate with engineers, subcontractors and vendors to meet specifications of our clients. Coordinate with drilling crew to stay on schedule and anticipate any upcoming milestones for project completeness. Oversee subcontracted work to meet specification.

Order and stage materials to complete each project phase. Provide updates and reporting for progress of project.

CONTACT

OFFICE: 512-858-4375

CELL: 737-615-9037

EMAIL: KKelso@HydroResources.com

WEBSITE: www.HydroResources.com



KEITH KELSO Project Manager

WORK EXPERIENCE

Hydro Resources, Inc.

Project Manager

MH Homes of Austin
Client Service Project Manager

Lennar Homes of Austin
Sr. Customer Care Representative

EDUCATION

Ashford University
+Master of Arts, Organizational Management
University of Cincinnati
+Bachelor of Science, Fire and Safety Engineering Technology
Community College of the Air Force
+Associates Degree, Fire Science

PROFESSIONAL AFFILIATIONS

Center for Public Safety Excellence - Chief Fire Officer Designation

SPECIALIZED TRAINING & CERTIFICATIONS

Certified CPR/First Aid Instructor
Certified National Incident Management System Train-the-Trainer



PROFILE

Provides Technical Support to Hydro Drilling Operations based on vast experience of drilling water supply wells in his tenure with the company. Provides engineered drilling fluid plans and monitors drilling fluid properties throughout individual projects. Assists in strategic planning for large projects and available for on-site supervision during critical phases.

Selected as the 2023 McEllhiney
Distinguished Lecturer by The
Groundwater Foundation and National
Ground Water Association

CONTACT

CELL: 970-381-3788

OFFICE: 303-857-7540

EMAIL:

FRothauge@HydroResources.com

WEBSITE: www.HydroResources.com



FRED ROTHAUGE Drilling Fluids Specialist

WORK EXPERIENCE

Hydro Resources, Inc.

2004 to Present

Fluids Manager

1997 - Present

Quality Drilling Fluids Owner

EDUCATION

Oregon State University,

+Agriculture and Forest Education, Teach Certificate, 1979 Treasure Valley Community College

+Associate of Science Degree, Range and Forest Technology, 1976

PROFESSIONAL AFFILIATIONS

The Grounwater Foudnation National Groundwater Association

SPECIALIZED TRAINING & CERTIFICATIONS

Arizona Well Drillers License # 816 in Air Rotary, Mud Rotary, and Reverse Circulation.

New Mexico Well Drillers License # WD-1683,
Oregon Water Supply #2001,
South Dakota Well Drillers License #774;
Texas Well Driller #60121 M W;
Utah Water Well Drillers License #810;
Wyoming Water Well Drilling License # COWD 047;
Montana WD# 670; Colorado #1469
NGWA Certified in Air Rotary, Mud Rotary, Reverse Circulation, and Well Servicing and Maintenance.

REFERENCES

Courtney Hemenway, Hemenway Groundwater Engineering 303-805-1750 CHemenway@MSN.com
Lance Nielsen P.E., Hansen, Allen & Luce 801-566-5599 LNielsen@HansenAllenLuce.com
Heather Justus, Town of Castle Rock, CO 720-733-6081 HJustus@CRGov.com
Gina Burke, Jehn Water Consultants, President 303-321-8335 GBurke@JehnWater.com



James Parker

Experience 2018-Present

Hydro Resources • Superintendent/Drilling Manager •

Superintendent/Drilling Manager

Responsible for the safe and accurate set up of rig and all equipment. Oversees operation of drilling rigs and associated equipment to drill commercial and industrial water wells, install well heads, well screen, casing, gravel pack and cement grout, and other well fixtures. State compliant documentation of completed wells. Supervision and training of crews for underground projects. Client contact and satisfaction throughout entire project. Supervision of operation and maintenance of drilling equipment.

2015-2017

Hydro Resources • Drilling Supervisor •

2010 - 2014

Layne Christensen Company - Operations Manager

Managed all field operations in a seven-state region. The work included directional drilling, mine site work, large diameter municipal water wells, environmental drilling and mineral exploration.

Education and Certifications

Texas Water Well Driller, License #60461 Louisiana Water Well Contractor's License #898 OSHA 30 H2S Certification

Team Experience

The Creedmoor Team, headed by Mike Buse, has worked on the following projects together:

City of Elmendorf, Big Sandy Aqua Texas, Black Mountain Sands, Colorado Bend State Park, Garner State Park, Lower Colorado River Authority, New Braunfels Utilities, Jonah SUD, Aqua Texas Whippoorwill Bay, Windsong Ranch, Harris County MUD 565

Commitment to Project

70% of employee's time will be committed to Project 20% of employee's time will be committed to additional projects 10% of employee's time will be committed to administrative duties.



11536 Old Lockhart Road Creedmoor, TX 78610



512-858-4375



JParker @HydroResources.com



TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation Result Listing

Name and Location	Other Information
PARKER, JAMES ALLEN SR	Water Well Driller and Pump Installer License #: 60461 Expiration Date: 04/29/2026 Type: W License Status: Active Phone: (512) 858-4375 Continuing Education Status: OK

Driller Designations:

Pump Installer Designations:

(W) - water well;

(M) - monitoring well;

(C) - closed loop geothermal well;

(N) - injection well;

(D) - dewatering well;

(L) - windmills, hand pumps, and pump jacks;

(P) - single phase pumps;

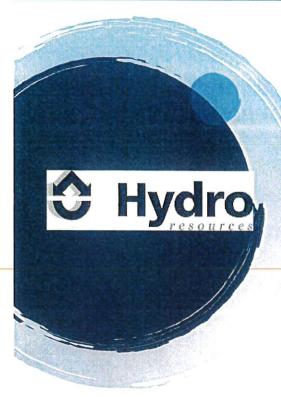
(K) - three phase pumps;

(T) - line-shaft turbine pumps;

(A) - master well driller which includes all designations previously listed. (I) - master water well pump installer which includes all designations previously listed.

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Bonifacia (Bowen) Vallejos Drilling Foreman

Experience

2021-Present

Hydro Resources. Drilling Foreman.

Responsible for the safe and accurate set up of rig and all equipment. Oversees operation of drilling rigs and associated equipment to drill commercial and industrial water wells, install well heads, well screen, casing, gravel pack and cement grout, and other well fixtures. State compliant documentation of completed wells. Supervision and training of crews for underground projects. Client contact and satisfaction throughout entire project. Supervision of operation and maintenance of drilling equipment.

2016-2018

Beeline Systems/DJR Operating Midstream Operator •

1998-2016

Bearcat Drilling • Field Superintendent •



11536 Old Lockhart Road Creedmoor, TX 78610



512-858-4375



BVallejos @HydroResources.com

Education and Certifications

OSHA 30 H2S Certification Certified Code Welder

Team Experience

The Creedmoor Team, headed by Josh Buse, has worked on the following projects together:

City of Elmendorf, Big Sandy Aqua Texas, Black Mountain Sands, Colorado Bend State Park, Garner State Park, Lower Colorado River Authority, New Braunfels Utilities, Jonah SUD, Aqua Texas Whippoorwill Bay, Windsong Ranch, Harris County MUD 565

Commitment to Project

70% of employee's time will be committed to Project.
10% of employee's time will be committed to additional projects.
20% of employee's time will be committed to administrative duties.



Service King 775 Drilling Rig

Drilling Capacity: 4,000' Trailer Mounted Drill Rig

Drawworks: Service King 775 Single Drum

Main Power: Detroit Diesel 60 Series Engine - 540 HP

Mast: 112' Telescoping, Rated 350,000# API

Top Drive System: Foremost 300 Ton Capacity Hoist, 200 RPM

Substructure: Hydraulically Raised with 14' x 16' Floor x 6'

Compressor: Sullair Palatek Rotary Screw Unit Powered by

30HP Motor

Mud System: ~(1) 300 Barrel System

~Dual 580 GPM Shale Shaker

~Desander & Desilter

~60 HP 11x14 Centrifugal Force

Mud Pumps: MZ9 - 1000 Triplex, 6 3/4" x 10" Mud Pumps Powered by CAT Engines

Generator: Generac Series SD500 (500 KV AC) Powered by Volvo Diesel Engine

Welders: 2-Miller Xmt 350 Cc/cv Invertor Units, 2-Lincoln Ln-25 Wire

Water Tanks: 9' High x 10' Wide x 42' Long (500 barrel) with 8' x 10' Storage Room

Fuel Tank: 3,000 Gallon, Dbl Wall Steel, Metered Fuel Pump

Drill Pipe: 4,000' 4 1/2", 31' Random, 16.60#/FT

Drill Collars: 6 1/4 OD x 31', 96#/FT

Dog House: 10' W x 40' L, Self Contained Unit With Crew Lockers, Work Room With Tool

Storage, Tower Lighting, Deviation Tool, and Satellite Auto Driller



GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR THE CITY OF CASTROVILLE, TEXAS

(Version June 25, 2020)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by <u>a specifically executed provision</u> within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of Hydro Resources - , (Vendor). The Contact involved in this Rider is described as follows: Mid Continent, Inc.

Title of Contract: Package 1 Flat Creek Water Plant Well

- 2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary, to conform the amount to the terms of the contract.
- 3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.
- **4. Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:
 - a. Bid price.
 - b. Reputation of the bidder and of bidder's goods and services.
 - c. The quality of the bidder's goods or services.
 - d. The extent to which the goods or services meet the City's needs.
 - e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

- **5.** Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.
- 6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.
- 7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.
- **8. Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.
- 9. Cancellation., the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation.
- 10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.
- 11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. Additionally, such offer shall indicate that the contract has fully read and understood the terms and conditions for

eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

- 12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.
- 13. The City of Castroville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code Chapter 2270) by accepting this purchase order, the vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this agreement (contract as applicable) will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
- 14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)
- 15. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of the willful misconduct or negligent act or omission of the contractor, its officers, agents, and employees It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.
- 16. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under

CITY OF CASTROVILLE, TEXAS

PURCHASING RIDER

the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

- 17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)
- 18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption-certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.
- 19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)
- 20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.
- 21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Medina County, Texas.
- 22. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

CITY OF CASTROVILLE, TEXAS PURCHASING RIDER

23. Any provision of the Contract is void and unenforceable if it authorizes Contractor to amend the Contract at its sole discretion or otherwise without a negotiated and signed amendment to the Contract.

CITY OF CASTROVILLE, TEXAS	VENDOR
By:	By: ABose
Title:	Title: Joshua C. Buse Vice President
Date:	Date: 06.12.25

Debarment / Suspension Certification

I,	, hereby certify that I have checked on the federal
System for Award Management (www.sar	m.gov) website and determined that
Hydro Resources - Mid Continent, Inc. (Name of entity)	is not shown as an "excluded party" that is debarred,
suspended or otherwise excluded from or	ineligible for participation in federal assistance
programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for
additional information on the federal gove	ernmentwide debarment and suspension system for
nonprocurement programs and activities.)	
I understand that a false statement herein i	may subject me to penalties under federal and state
laws relating to filing false statements and	other relevant statutes.
NR.	06.12.25
Signature	Date
Joshua C. Buse, Vice President	
Title	-
City of Castroville	
Name of Recipient	_

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

BIDDER'S CERTIFICATIONS

Project Name: Package 1 Flat Creek Water Plant Well Project
Project Number: RESPEC Project Number: W0143-W016
Contract For: City of Castroville, Texas
The following certifications must be completed by the bidder for each contract.
A. EQUAL EMPLOYMENT OPPORTUNITY:
I have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-1.7.
I have:
(a) participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all notices, contract specifications, and compliance reports due under the requirements contained in 41 CFR Part 60-4.
() not participated in previous contracts(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 and 41 CFR Chapter 60.
B. NONSEGREGATED FACILITIES
I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR Part 60-1.8.
I will obtain a similar certification from any proposed subcontractor(s), when appropriate.
I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.
Joshua C. Buse, Vice President
Typed Name and Title of Bidder's Authorized Representative
O6.12.25
Signature of Bidder's Authorized Representative Date

Hydro Resources - Mid Continent, Inc., 11536 Old Lockhart Road, Creedmoor, TX 78610

Name and Address of Bidder