

Monday, March 4, 2024

Mayor Wil Kennedy City Council City of Iowa Colony 12003 Iowa Colony Blvd. Iowa Colony, TX 77553

Re: Sterling Lakes North Section 2 – Water and Sanitary Facilities

Recommendation for Approval into One-Year Maintenance Period City of Iowa Colony Project No. 2498 (WSD), 2758 (Paving) Adico, LLC Project No. 16007-4-437 (WSD), 16007-4-449 (Paving)

Dear Mayor and City Council;

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of the Sterling Lakes North Section 2 – Water and Sanitary Facilities. The final inspection was completed on December 12, 2023, with all outstanding punch list items addressed on February 20, 2024.

Based on our review of the closeout documents provided, Adico, LLC recommends approval of Sterling Lakes North Section 2 – Water and Sanitary Facilities into the One-Year Maintenance Period. The maintenance period shall be effective March 11, 2024, if approved by City Council.

In compliance with the City of Iowa Colony Public Works and Engineering Subdivision Acceptance Checklist, please find included in the One-Year Maintenance acceptance package the following items:

- 1. Engineer of Record Certification Letter
- 2. Maintenance Bond
- 3. As-Builts (cover only)

Should you have any questions, please do not hesitate to call our office.

Sincerely, Adico, LLC

TBPE Firm No. 16423

Cc: Kayleen Rosser

Robert Hemminger File: 16007-4-437, 449

Sterling Lakes North Section 2

(Project Name)

David Leonard Doran

(Name of Licensed Engineer)

a Licensed Professional Engineer in the State of Texas, do hereby certify that all the paving, drainage, sanitary and water infrastructure has been built in compliance with the City of Iowa Colony Engineering Design and Criteria Manual the Engineer of Records Construction Documents. In addition, the infrastructure meets the required specifications based on our field investigation, inspections and evaluation of and approval of testing of infrastructure.

# Engineer's Seal



TBPELS Firm Registration No. F-22671 February 23, 2024

Engineer's Signature

Elevation Land Solutions

Licensed Engineering Firm Name

9709 Lakeside Blvd. Suite 200

Address

The Woodlands, TX 77381

City, State and Zip Code

(832) 823-2200

Phone No.

# CITY OF IOWA COLONY MAINTENANCE BOND

| 1. The following terms shall have the following meanings in this docu |    | ollowing terms shall have the following meanings in this document:  |
|---|----|---|
|   | a. | Bond Number: 61BSBJC7802  |
|   | b. | Principal: Dimas Bros. Construction, L.L.C.   |
|   | c. | Surety:   |
|   |    | Name: Hartford Fire Insurance Company   |
|   |    | State Where Surety is Incorporated: Connecticut   |
|   | d. | Obligee(s): Brazoria County Municipal Utility District No. 31; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.) |
|   |    | If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.  |
|   | e. | Contract: The Contract described as follows:  |
|   |    | Date: Parties: Principal and Brazoria County Municipal Utility District No. 31 Subdivision involved: Sterling Lakes North Section 2   |
|   |    | General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Water, Sanitary and Drainage Facilities   |
|   |    | This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.  |
|   | f. | Bond Amount: \$ 722,078.13  |
|   | g. | Maintenance Period:   |
|   |    | Starting Date of Maintenance Period:  (Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)   |
|   |    | Ending Date of Maintenance Period: one year after the Starting Date   |

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
- 2. Principal has entered into the Contract.
- 3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
- 4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
- 5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
- 6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

| DATED:                      |                             |
|-----------------------------|-----------------------------|
| SURETY)                     | PRINCIPAL:                  |
| By: Signature               | By: Signature               |
| Rebecca Garza               | Ivan Dimas                  |
| Print or Type Signer's Name | Print or Type Signer's Name |
| Attorney-In-Fact            | Vice President              |
| Signer's Title              | Signer's Title              |

ATTACH POWER OF ATTORNEY

# POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond Claims@thehartford.com

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Hartford, Connecticut 06155

Bond Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

ncv Name: BOWEN MICLETTE & BRITT INS AGV LLC

| ANOW ALL PERSONS BY THESE PRESENTS THAT:   | Agency Code: 61-615323   |
|--|--|
| X Hartford Fire Insurance Company, a corporation duly org  |  |
| Hartford Casualty Insurance Company, a corporation du  | ly organized under the laws of the State of Indiana  |
| Hartford Accident and Indemnity Company, a corporation   | on duly organized under the laws of the State of Connecticut   |
| Hartford Underwriters Insurance Company, a corporation   | on duly organized under the laws of the State of Connecticut   |
| Twin City Fire Insurance Company, a corporation duly or  | ganized under the laws of the State of Indiana   |
| Hartford Insurance Company of Illinois, a corporation du   | ily organized under the laws of the State of Illinois  |
| Hartford Insurance Company of the Midwest, a corporate   |  |
| Hartford Insurance Company of the Southeast, a corpo   |  |
| having their home office in Hartford, Connecticut, (hereinafter collectively   | referred to as the "Companies") do hereby make, constitute and appoint   |
| up to the amount of Unlimited:   |  |
| Philip Baker, Rebecca Garza, Edward Arens, Mic<br>Montagne, Jillian O'Neal of THE WOODLANDS, Tex   | hele Bonnin, Erica Anne Cox, Hannah  |
|  | as   |
|  |  |
| their true and levelul Attenney(e) in Fact, each in that   |  |
| their true and lawful Attorney(s)-in-Fact, each in their separate capacity delineated above by \( \subseteq \), and to execute, seal and acknowledge any an nature thereof on belief of the Common in the latest the common in the latest true thereof on belief of the Common in the latest true thereof on belief of the Common in the latest true thereof on belief of the Common in the latest true thereof on belief of the Common in the latest true true true true true true true tru   | if more than one is named above, to sign its name as surety(ies) only as   |
| nature triefect, on behalf of the Companies in their pusiness of quarantee   | INO the fidelity of persons, quaranteeing the performance of contracts and   |
| executing of guaranteeing bonds and undertakings required or permitted in  | in any actions or proceedings allowed by law.  |
| In Witness Whereof, and as authorized by a Resolution of the   | Board of Directors of the Companies on May 23, 2016 the Companies  |
| have caused these presents to be signed by its Assistant Vice President Secretary. Further, pursuant to Resolution of the Board of Directors of the  | le Companies, the Companies hereby unambiguously affirm that they are  |
| and will be bound by any mechanically applied signatures applied to this F   | ower of Attorney.  |
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| Shuby Wiggins  | College Dations  |
| 2 331 9 2 7 5  | 1)   |
| Shelby Wiggins, Assistant Secretary  | Joelle L. LaPierre, Assistant Vice President   |
| STATE OF FLORIDA   |  |
| <b>&gt; ss.</b> Lake Mary  |  |
| COUNTY OF SEMINOLE J   |  |
| On this 20th day of May, 2021, before me personally came Joelle  | LaPierre, to me known, who being by me duly sworn, did depose and say: tha   |
| (s)he resides in Seminole County, State of Florida; that (s)he is the Assistan executed the above instrument; that (s)he knows the seals of the said corporated that they were sentified by substituting the Residue of Residue of the said corporated that they were sentified by substituting the Residue of Resid | ations, that the seals affixed to the sold instrument are such account to  |
| that they were so affixed by authority of the Boards of Directors of said corpora  | tions and that (s)he signed his/her name thereto by like authority.  |
| ś  |  |
| ş:   | gestica ciccono  |
|  | Jessica Ciccone  |
|  | My Commission HH 122280 Expires June 20, 2025  |
| I, the undersigned, Assistant Vice President of the Companies, E   | OO HEREBY CERTIFY that the above and foregoing is a true and correct   |
| copy of the Power of Attorney executed by said Companies, which is still if  | 1 full force effective as of   |
| Signed and sealed in Lake Mary, Florida.   | ,  |
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| Continue of the continue of th | 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070 1 1070  |
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### IMPORTANT NOTICE

### AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para presentar una

queja:

You may contact your Agent.

Usted puede comunicarse con su Agente.

You may call The Hartford's Consumer Affairs toll- Usted puede llamar al número de teléfono free telephone number for information or to make gratuito de The Hartford's Consumer Affairs a complaint at:

para obtener información o para presentar una

queja al:

1-800-451-6944

1-800-451-6944

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o

queias al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance: Usted puede escribir al Departamento de

P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

Seguros de Texas a: P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

### PREMIUM OR CLAIM DISPUTES:

# DISPUTAS POR PRIMAS DE SEGUROS O **RECLAMACIONES:**

Should you have a dispute concerning your premium or about a claim, you should contact the de seguro o con una reclamación, usted debe (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Si tiene una disputa relacionada con su prima comunicarse con (el agente) (la compañía) (el agente o la compañía) primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

# ATTACH THIS NOTICE TO YOUR POLICY:

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

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

# CITY OF IOWA COLONY MAINTENANCE BOND

| 1. | The fo | ollowing terms shall have the following meanings in this document:   |
|----|--------|--|
|    | a.     | Bond Number: <u>GS24800099</u>   |
|    | b.     | Principal: Rodriguez Construction Group, LLC   |
|    | c.     | Surety:  |
|    |        | Name: The Gray Casualty & Surety Company   |
|    | d.     | Astro Sterling Lakes North, LP obo Obligee(s): Brazoria County Municipal Utility District No. 31; and the City of Iowa Colony, Texas (If the Principal contracted directly with a general contractor rather than with the City of Iowa Colony, then list that general contractor here. If the Principal contracted directly with the City of Iowa Colony, then the City of Iowa Colony is the only Obligee, so leave this line blank.) |
|    |        | If there is more than one Obligee, then the terms "Obligee" and "Obligees" shall mean any and all Obligees hereunder, jointly and severally.   |
|    | e.     | Contract: The Contract described as follows:   |
|    |        | Date: Parties: Principal and Astro Sterling Lakes North, LP obo Brazoria County Municipal Utility District No. 31 Subdivision involved: Sterling Lakes North Section 2   |
|    |        | General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.):  Paving  |
|    |        | This description of the subject matter is intended only to identify the Contract and shall not be construed to restrict the scope of the Contract.   |
|    | f.     | Bond Amount: \$556,400.00  |
|    | g.     | Maintenance Period:  |
|    |        | Starting Date of Maintenance Period: (Fill in date of completion and acceptance of the work performed or required to be performed under the Contract.)   |
|    |        | Ending Date of Maintenance Period: one year after the Starting Date  |

- h. Covered Defect: Any defect in the work or materials provided or required to be provided by Contractor under the Contract, provided that such defect develops during or before the Maintenance Period, and provided that such defect is caused by defective or inferior materials or workmanship.
- 2. Principal has entered into the Contract.
- 3. Principal, as Principal, and Surety, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Obligee, in the penal sum of the Bond Amount, and we hereby bind ourselves and our heirs, executors, administrators, and assigns, jointly and severally, to the payment of such Bond Amount.
- 4. The condition of this obligation is that if the Principal shall remedy without cost to the Obligee any Covered Defect, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.
- 5. However, any suit under this bond must be commenced no later than one year after the expiration date of the Maintenance Period.
- 6. If there is more than Obligee under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obligees.

| DATED:                                     |   | NSTRUCTION STRUCTION |
|--|---|----------------------|
| SURETY: By: Signature                      | PRINCIPAL: By: Signature                  | SEAL 2015            |
| Jillian O'Neal Print or Type Signer's Name | Roy Rodriguez Print or Type Signer's Name | THE OF TENNIN        |
| Attorney-in-Fact                           | President Signer's Title                  |                      |

ammining,

ATTACH POWER OF ATTORNEY

# THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

### GENERAL POWER OF ATTORNEY

Bond Number: GS24800099 Principal: Rodriguez Construction Group, LLC

Project: One Year Maintenance Bond for Paving Facilities for Sterling Lakes North Section 2

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, Texas jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.

SEAL By:

Michael T. Gray President The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

Leigh Anne Henican Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February 2024.

Mark Manguns

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 5th day of February, 2024

Leigh Dume Henrican







# The Gray Insurance Company The Gray Casualty & Surety Company

### **Statutory Complaint Notice**

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

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

P.O. Box 149104 Austin, TX 78714-9104 Fax: 512-475-1771

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

DEVELOPER: ASTRO
STERLING LAKES NORTH, L.P.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

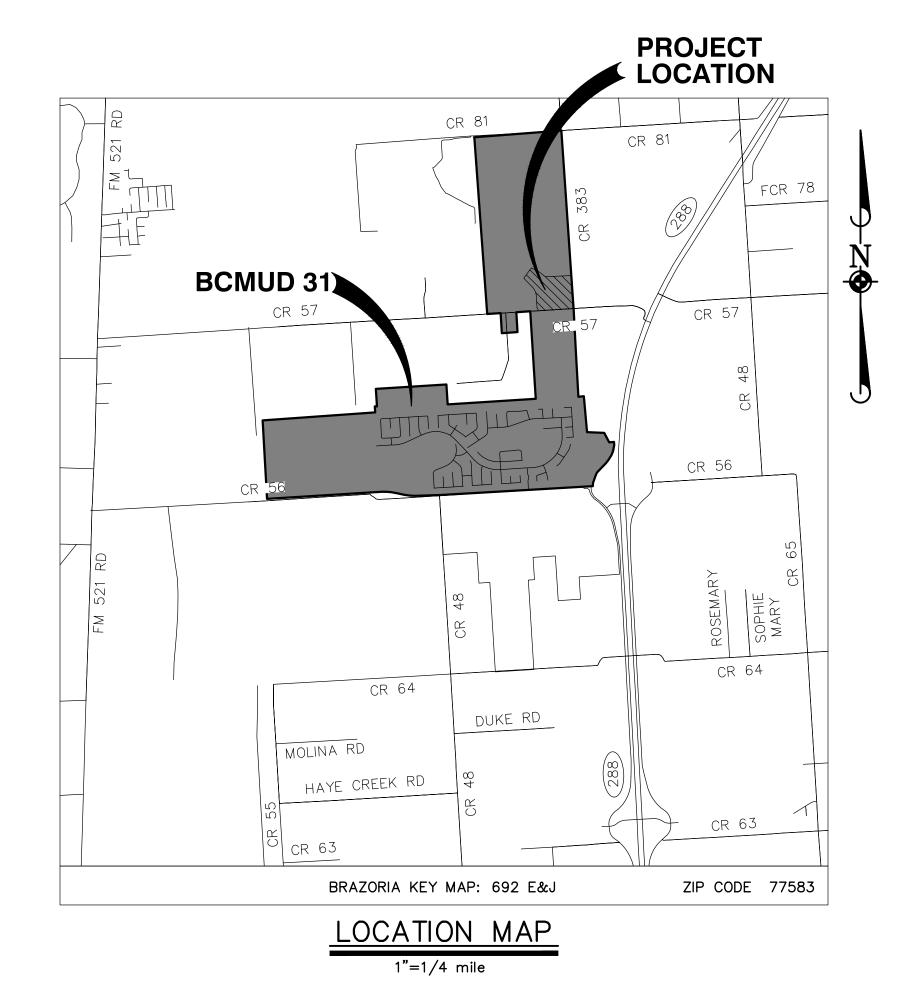
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR

# STERLING LAKES NORTH SEC. 2

BRAZORIA COUNTY, TX M.U.D. NO. 31
BRAZORIA COUNTY, TX
PROJECT NO. 610.002.014.00

# SHEET LIST TABLE

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| 30              | STORM WATER POLLUTION PREVENTION DETAILS — 2 |
| £31             | PAVING DETAILS - 1                           |
| <del>[</del> 32 | PAVING DETAILS - 23                          |
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| £34<br>         | PAVING DETAILS - 43                          |
| 35              | SLOPE PAVING DETAIL                          |



ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!

(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

ELEVATION LAND SOLUTIONS IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



# RECORD DRAWING 02/21/2024 THIS PROJECT WAS CONSTRUCTED IN GENERAL

CONFORMANCE WITH THESE PLANS, AND ELEVATIONS
ON THESE DRAWINGS REPRESENT WHAT WAS
CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

Imes Hausser

# PROJECT LOCATION AREA VICINITY MAP

**BENCHMARKS:** 

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTHOF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A %" IRON ROAD WITH CAP SET ON THE EAST SIDE OF COUNTY ROAD 383, LOCATED APPROXIMATELY 0.4 MILES NORTH OF THE

ELEVATION = 55.05 FEET, NAVD 88 (1991 ADJUSTMENT

FLOODPLAIN INFORMATIONS

SUBDIVISION IS LOCATED PARTIALLY IN ZONE "X" WITH NO BASE FLOOD BASE ELEVATION REQUIRED AND PARTIALLY LOCATED IN "AE" WITH A BASE FLOOD ELEVATION OF 53.0. THIS INFORMATION IS BASED ON BRAZORIA COUNTY MAP 48039, PANEL 110K, DATED DECEMBER 30, 2020.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY B INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE REVISION APF
07/27/2023 COIC pavement details updated
10/12/2023 Fill for development monument added

ENGINEER'S SEAL
DE H. NGUYEN, P.E
2445 TECHNOLOGY FOREST
BLVD. SUITE 200
THE WOODLANDS, TX 77381
(832) 823–2200

DE H. NGUYEN

129536

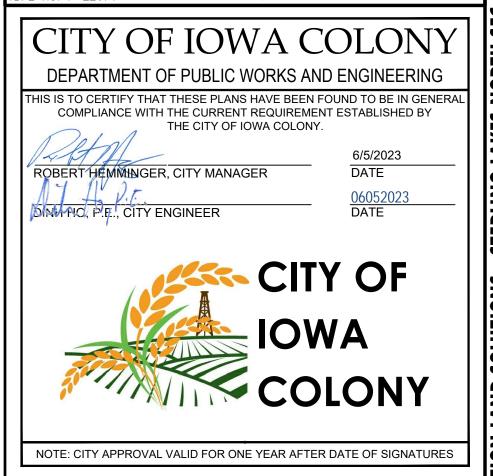
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3/27/2023 Pe 1. An

TBPE NO. F-22671



DSN: JSL DATE: Mar-23

SHEET 1 OF 35