



City Council Agenda Item Request Form

This form is required to be completed by the applicable deadline for placement of an item on the City Council Agenda.

Date:

Department Making Request: 35 - Community Development

Person Making Request: Dinh V. Ho, P.E.

Item Type: Action (other)

Budgeted? NO

Cost:

If budgeted, identify account:

Short Description:

Davenport Parkway Phase I - Storm and Paving Facilities - Conditional Acceptance into One Year Maintenance Period

Explanation/Justification Details:

Recommendation for Conditional Acceptance into One Year Maintenance Period for Davenport Parkway Phase I - Storm and Paving Facilities.

Engineering has received closeout documents and held final inspections and has no objections into the One Year Maintenance Period. It is conditional subject to project approval by Brazoria County Commissioner's Court. Effective date of One Year Maintenance Period shall be the date commissioner's court approves the project, if approved by city council.

Requestor Signature: *Dinh Ho, P.E.*

This section to be completed by City Secretary, City Attorney, and City Manager's Office only:

Legal Review is complete, legal documents are prepared:

City Attorney

Item is approved for placement on Council Agenda:

City Manager

Item is scheduled for placement on the

Council Agenda.

City Secretary

Wednesday, August 7, 2024

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

Re: Davenport Parkway Phase I - Storm and Paving Facilities
Recommendation for Conditional Acceptance into One-Year Maintenance Period
City of Iowa Colony Project No. 1323
Adico, LLC Project No. 16007-4-402

Dear Mayor and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed its final inspection of Davenport Parkway Phase 1 - Storm and Paving Facilities. The final inspection was completed on May 2, 2023, with all outstanding punch list items addressed on March 29, 2024.

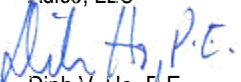
Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Davenport Parkway Phase 1 - Storm and Paving Facilities into the One-Year Maintenance Period. The acceptance is subject to project approval by Brazoria County Commissioner's Court. The maintenance period shall be effective the date of Brazoria County Commissioner's Court approval, if approved by City Council. Engineer of Record shall provide approval from commissioner's court.

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


Dinh V. Ho, F.E.
TBPE Firm No. 16423

Cc: Kayleen Rosser
Robert Hemming
File: 16007-4-402

CITY OF IOWA COLONY Certification of Infrastructure

CERTIFICATION OF INFRASTRUCTURE FOR:

Davenport Parkway Phase I

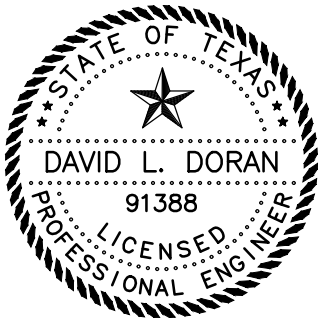
(Project Name)

I, 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
May 10, 2024

David L. Doran

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 document:

a. Bond Number: 4475003

b. Principal: Principal Services, Ltd.

c. Surety:

Name: SureTec Insurance Company

State Where Surety is Incorporated: Texas

d. Obligee(s): _____; 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. 53

Subdivision involved: Davenport Parkway Phase I

General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): Drainage and Paving Facilities for Davenport Parkway Phase I

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: \$ 1,649,722.42

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 Oblige, 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 Oblige 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 Oblige under this bond, then the Bond Amount applies to the Surety's aggregate liability to all Obliges.

DATED: _____

SURETY: SureTec Insurance Compnay

PRINCIPAL: Principal Services, Ltd.

By: *Kelly J. Brooks*
Signature

By: _____
Signature

Kelly J. Brooks
Print or Type Signer's Name

Kevin Burns
Print or Type Signer's Name

Attorney in Fact
Signer's Title

COO
Signer's Title

ATTACH POWER OF ATTORNEY

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, Michelle Ulery

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 12th day of March, 2024.

SureTec Insurance Company

By: *Michael C. Keimig*
Michael C. Keimig, President



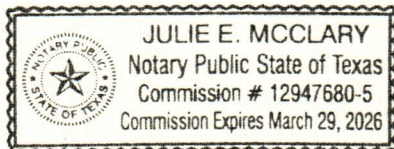
Markel Insurance Company

By: *Lindey Jennings*
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 12th day of March, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: *Julie E. McClary*
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the _____ day of _____, _____.

SureTec Insurance Company

By: *M. Brent Beaty*
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

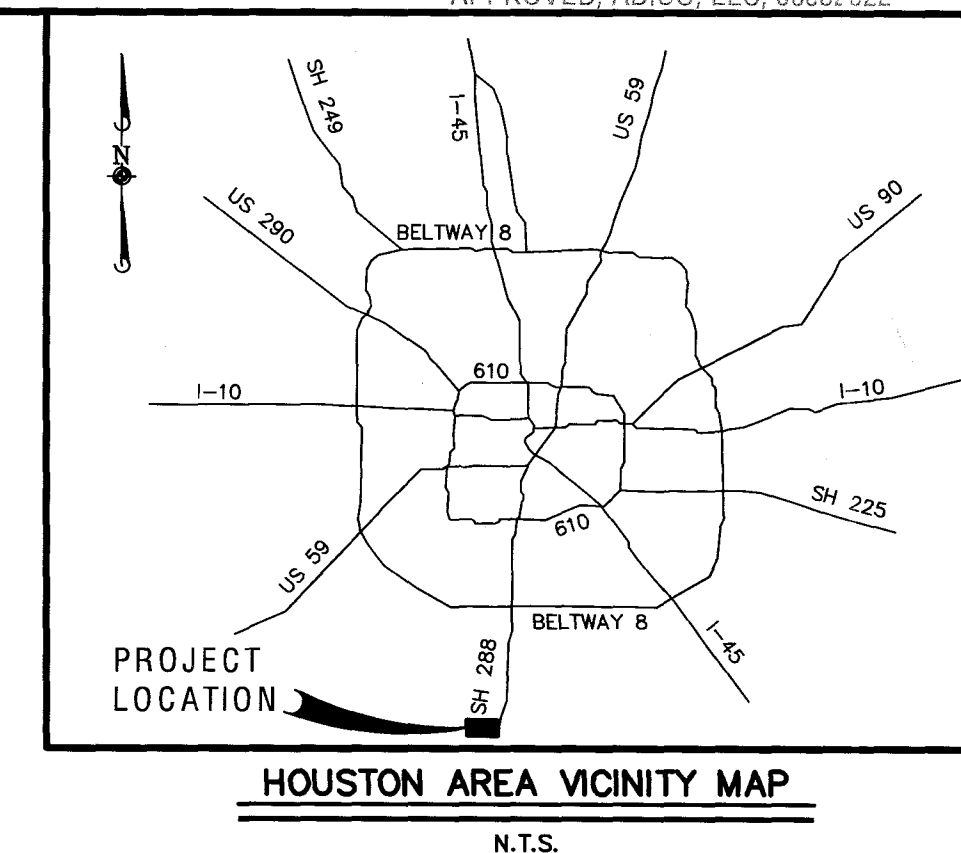
By: *Andrew Marquis*
Andrew Marquis, Assistant Secretary

DEVELOPER: LAND TEJAS
SIERRA VISTA WEST, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

CONSTRUCTION OF DRAINAGE, AND PAVING FACILITIES FOR

DAVENPORT PARKWAY PHASE 1

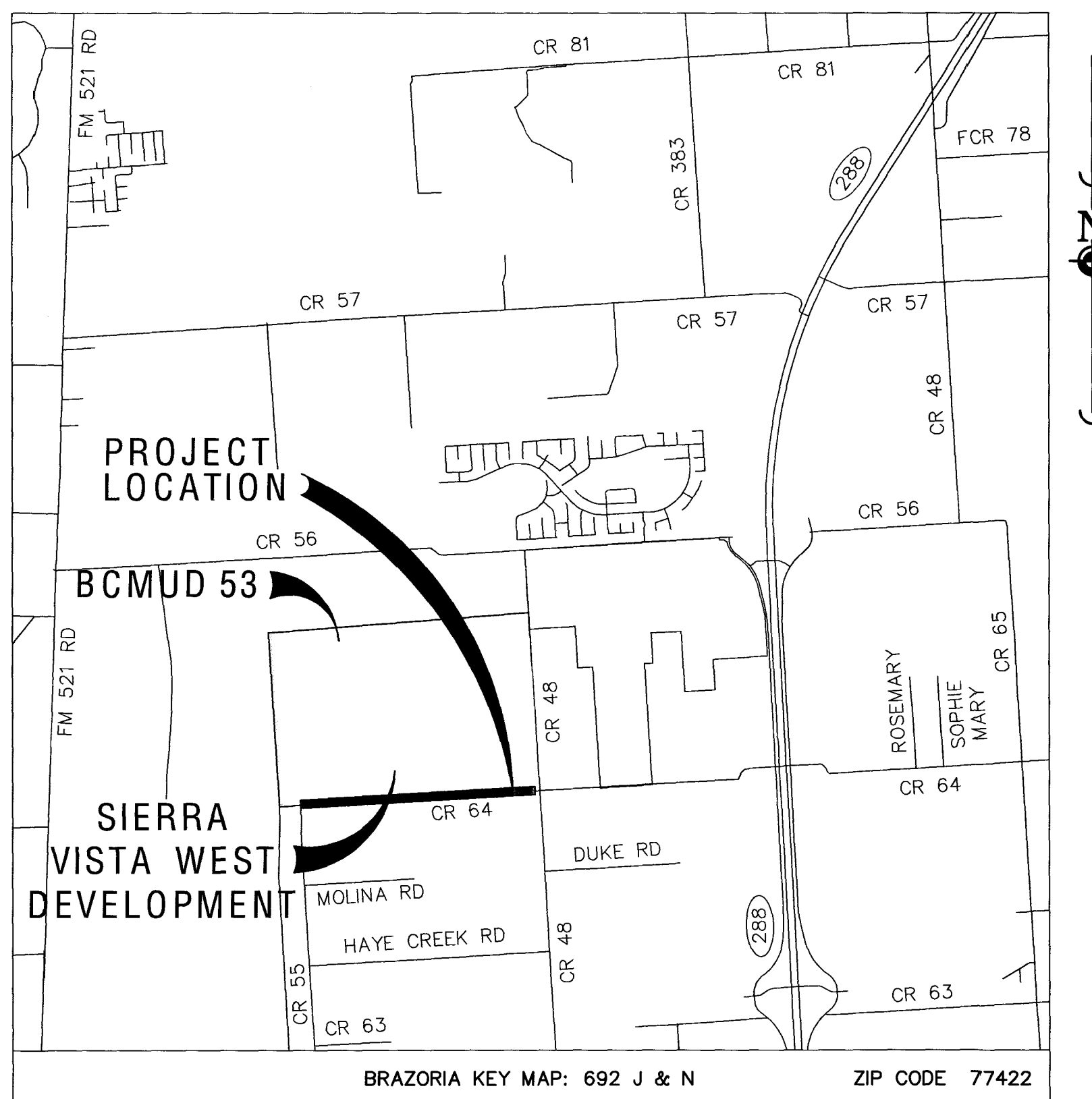
BRAZORIA COUNTY M.U.D. NO. 53
BRAZORIA COUNTY, TX
PROJECT NO. 610.020026.00



INDEX OF SHEETS

SHEET NO. SHEET TITLE

- 1 TITLE SHEET & SHEET INDEX
- 2 GENERAL NOTES
- 3 PROJECT OVERALL
- 4 EXISTING CONDITIONS OVERALL
- 5 DRAINAGE OVERALL
- 6 DRAINAGE CALCULATIONS
- 7 GRADING PLAN
- 8 STORM WATER POLLUTION PREVENTION PLAN
- 9 TRAFFIC SIGNAGE AND PAVEMENT MARKINGS
- 10 PHASING PLAN
- 11 PHASE 2 DETOUR PLAN
- 12 PHASE 3 DETOUR PLAN (SHEET 1 OF 3)
- 13 PHASE 3 DETOUR PLAN (SHEET 2 OF 3)
- 14 PHASE 3 DETOUR PLAN (SHEET 3 OF 3)
- 15 DAVENPORT PKWY (STA 0+00 TO 5+00)
- 16 DAVENPORT PKWY (STA 5+00 TO 10+00)
- 17 DAVENPORT PKWY (STA 10+00 TO 15+00)
- 18 DAVENPORT PKWY (STA 15+00 TO 20+00)
- 19 DAVENPORT PARKWAY & CRYSTAL VIEW DRIVE INTERSECTION
- 20 DAVENPORT PKWY (STA 20+00 TO 25+00)
- 21 DAVENPORT PKWY (STA 25+00 TO 30+00)
- 22 DAVENPORT PKWY (STA 30+00 TO 35+00)
- 23 DAVENPORT PKWY (STA 35+00 TO 40+00)
- 24 DAVENPORT PARKWAY & VISTA VIEW DRIVE INTERSECTION
- 25 DAVENPORT PKWY (STA 40+00 TO 45+00)
- 26 DAVENPORT PKWY (STA 45+00 TO 50+00)
- 27 DAVENPORT PKWY (STA 50+00 TO 55+00)
- 28 DAVENPORT PARKWAY & AMES BOULEVARD INTERSECTION
- 29 OUTFALL 1
- 30 OUTFALL 2
- 31 STORM SEWER DETAILS I
- 32 STORM SEWER DETAILS II
- 33 STORM SEWER DETAILS III
- 34 STORM SEWER DETAILS IV
- 35 TXDOT SINGLE BOX CULVERTS CAST-IN-PLACE-MISCELLANEOUS DETAILS
- 36 STORM WATER POLLUTION PREVENTION PLAN DETAILS I
- 37 STORM WATER POLLUTION PREVENTION PLAN DETAILS II
- 38 PAVING DETAILS I
- 39 PAVING DETAILS II
- 40 PAVING DETAILS III
- 41 PAVING DETAILS IV
- 42 TXDOT SAFETY END TREATMENT DETAILS I
- 43 SAFETY END TREATMENT DETAILS II



LOCATION MAP

1"=1/4 mile

ISSUED FOR CONSTRUCTION
Issue Date - 03/13/2024

BENCHMARKS:

SOURCE BENCHMARK:

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

TEMPORARY BENCHMARK:

T.B.M. "A" BEING A SET "PK" NAIL IN ASPHALT LOCATED AT THE CENTERLINE INTERSECTION OF COUNTY ROAD 48 AND COUNTY ROAD 64.

ELEVATION = 54.34 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0115H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1989, THE SUBJECT TRACT IS SITUATED WITHIN UNSHADED ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

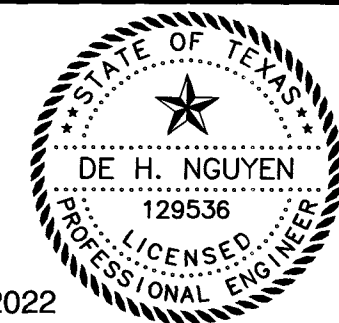
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

DATE	REVISION	APP.

BRAZORIA COUNTY ENGINEERING DEPARTMENT
REVIEW FOR CONSTRUCTION:

MATT HARRIS, P.E., COUNTY ENGINEER *6/15/22*
 JORGE REYNA, DEVELOPMENT COORDINATOR *6/15/22*

ENGINEER'S SEAL
 DE H. NGUYEN
 2445 TECHNOLOGY FOREST
 BLVD, SUITE 200
 THE WOODLANDS, TX 77381
 (832) 823-2200
 TBPE NO. F-22671 05/09/2022



RECORD DRAWING
04/15/2024
THIS PROJECT WAS CONSTRUCTED IN GENERAL CONFORMANCE WITH THESE PLANS, AND ELEVATIONS ON THESE DRAWINGS REPRESENT WHAT WAS CONSTRUCTED WITHIN ENGINEERING TOLERANCES.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, INSPECTIONS@ADICO-LLC.COM) AND BRAZORIA COUNTY AT ENGINEER-CONSTRUCTION@BRAZORIA-COUNTY.COM 48 HOURS BEFORE COMMENCING WORK.

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.



APPROVED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5

Lee Walden, P.E. Date 6-15-22 President
 Kerry V. Osburn Date 6/15/22 Vice President
 Brandon Middletown Date 6-15-22 Secretary/Treasurer
 Jarrod D. Aden, P.E., C.F.M. Date 6-15-22 District Engineer

Note: Project field startup will start within 365 calendar days from date here shown. Continuous and reasonable field site work is expected.
 BCDD 5 I.D. # _____

CITY OF IOWA COLONY
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
 THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENT ESTABLISHED BY THE CITY OF IOWA COLONY.

Michael Byrum, Mayor Date 06082022
 Dinh Ho, P.E., City Engineer Date 06082022

CITY OF IOWA COLONY
 NOTE: CITY APPROVAL VALID FOR ONE YEAR AFTER DATE OF SIGNATURES

P:\020 Sierra Vista West Development\026 Davenport Park\Ph 1\Drawg\Plan Set Drawings\Title AND INDEX OF SHEETS.dwg

FOR APPROVAL
ISSUED FOR CONSTRUCTION - 03/13/2024
ELEVATION LAND SOLUTIONS - DAVENPORT PARKWAY PHASE 1 - PROJECT NO. 610.020026.00