Wednesday, April 30, 2025

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

Re: Meridiana Section 55B – Storm Water and Paving Facilities Recommendation for Acceptance into One Year Maintenance Period City of Iowa Colony Project No. Iworq 5446 Adico, LLC Project No. 16007-4-559

Dear Mayor Kennedy and City Council:

On behalf of the City of Iowa Colony, Adico, LLC has completed the final inspection of Meridiana Section 55B – Storm Water and Paving Facilities. The final inspection was held on April 11, 2025, with all punch list items completed on April 14, 2025.

ADICO

SHITING ENGINE

Based on our review of the closeout documents provided, Adico, LLC recommends acceptance of Meridiana Section 55B – Storm Water and Paving Facilities into the One-Year Maintenance Period. The maintenance period shall be effective May 12, 2025, 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

. Ho. P.E

TBPE Firm No. 16423

Cc: Kayleen Rosser Natasha Brooks File: 16007-4-559 CERTIFICATION OF INFRASTRUCTURE FOR: Meridiana, Section Fifty Five-B

(Project Name)

Mayra N. Navarro, P.E

I,

(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 Signature

Licensed Engineering Firm Name 10011 Meadowglen Lane

Address Houston, Texas 77042

City, State and Zip Code 713-784-4500

Phone No.

CITY OF IOWA COLONY MAINTENANCE BOND

- 1. The following terms shall have the following meanings in this document:
 - a. Bond Number: <u>GS24800152</u>
 - b. Principal: <u>Rodriguez Construction Group, LLC</u>
 - c. Surety: The Gray Casualty & Surety Company

Name: The Gray Casualty & Surety Company

State Where Surety is Incorporated: Louisiana

d. Obligee(s): <u>Brazoria County Municipal Utility District No. 55 and the City of</u> <u>Iowa Colony</u>; 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: <u>Rodriguez Construction Group, LLC and the City of Iowa Colony</u> Subdivision involved: <u>Meridiana Section Fifty Five-B</u> General subject matter (e.g. drainage, excavation, grading, paving, utilities, etc.): <u>Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to</u> <u>serve Meridiana Section Fifty Five-B</u>

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: \$ 1,817,730.00
- 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: two years 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: The Gray Casualty & Surety Company____

By Signature

Jillian O'Neal Print or Type Signer's Name

Attorney-in-Fact Signer's Title

PRINCIPAL:	
Rodriguez Construction Group, LLCNSTRUCTIO	110
By: RV	POUL
O Signature SEAL	P. LL
Roy Rodriguez 2015	Sunday State
Print or Type Signer's Name	Int
President	
Signer's Title	

ATTACH POWER OF ATTORNEY

THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS24800152 Principal: Rodriguez Construction Group, LLC

Project: Water Distribution, Wastewater Collection, Storm Water Facilities and Paving to serve Meridiana Section Fifty Five-B

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 26th 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 4th day of November, 2022.



Michael T. Gray President The Gray Insurance Company



Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

Parish of Jefferson

SS:

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

Heigh Arme Henricon

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 day of ,

narl Mangans

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 day of

Heigh Arme 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

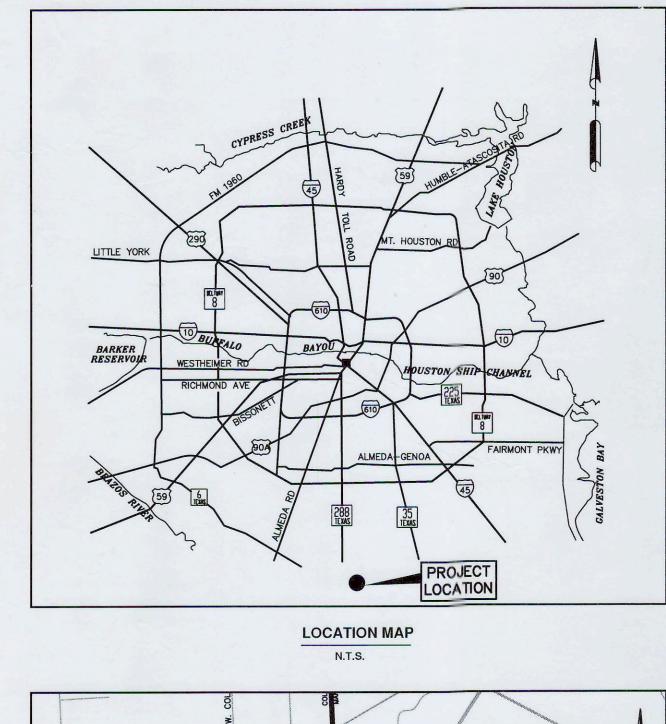
You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

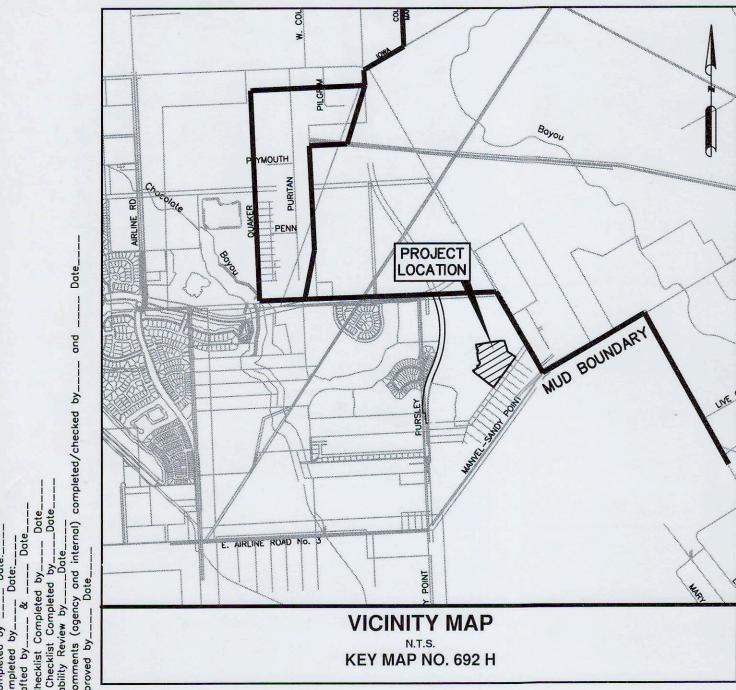
P.O. Box 149104 Austin, TX 78714-9104 Fax: 512-475-1771

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.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55 PLANS FOR CONSTRUCTION OF WATER DISTRIBUTION, WASTEWATER **COLLECTION, PAVING AND STORM WATER FACILITIES TO SERVE** MERIDIANA SECTION 555B PRINTED IOWA COLONY, TEXAS APR 0 1 2025







CALL BEFORE YOU DIG! TEXAS ONE CALL PARTICIPANTS REQUEST 48 HOURS NOTICE BEFORE YOU DIG, DRILL, OR BLAST - STOP CALL **Texas One Call System**

1-800-344-8377 (713)223-4567 (IN HOUSTON)

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05	WATER, WASTEWATER AND SIGNAGE LAYOUT	
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09	MURILLO DRIVE STA 0+00 TO STA 8+60 PLAN AND PROFILE	
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December 2024

10011 Meadowglen Lane Houston, Texas 77042 EHRAinc.com | 713.784.4500 TBPE No. F-726 | TBPLS No. 10092300

ENGINEERING THE FUTURE SINCE 1936

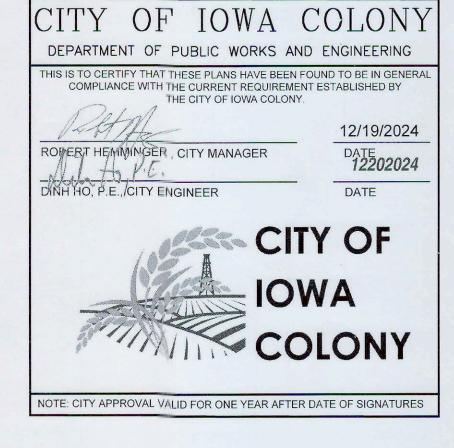
JOB NO. 081-011-55-02



CITY OF - IOWA COLONY

APPROVED, ADICO, LLC. 1220.





NOTE: CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY c/o Adico, LLC (Dinh V. Ho, P.E. @ 832-895-1093 OR dinh@adico-llc.com) 48 HOURS BEFORE COMMENCING WORK.

P-4594

SHEET 1 OF 28 SHEETS