

Montgomery City Council
AGENDA REPORT

Meeting Date: April 27, 2021	Budgeted Amount: N/A
Prepared By: Dave McCorquodale	Exhibits: Engineer's memo, Certificate of Acceptance

Subject

Consideration and possible action regarding Certificate of Acceptance for public infrastructure included in the Hills of Town Creek Section Four project (Dev. No. 2004), including acceptance of maintenance bond.

Description

Attached is the engineer's memo regarding his recommendation that the City accept the public water, sanitary and storm sewers, and paving infrastructure, to begin the one-year warranty period.

There are no outstanding punch list items.

Also attached is the Certificate of Acceptance which serves as the approval of the work and officially begins the one-year warranty period.

Recommendation

Motion to approve the Certificate of Acceptance contingent on the City attorney's review and acceptance of the maintenance bond.

Approved By

Asst. City Administrator	Dave McCorquodale <i>DM</i>	Date: 04/22/2021
City Administrator	Richard Tramm <i>RT</i>	Date: 04/22/2021



1575 Sawdust Road, Suite 400
The Woodlands, Texas 77380-3795
Tel: 281.363.4039
Fax: 281.363.3459
www.jonescarter.com

April 22, 2021

The Honorable Mayor and City Council
City of Montgomery
101 Old Plantersville Road
Montgomery, Texas 77316

Re: Final Inspection
Construction of Hills of Town Creek Section 4
The City of Montgomery
TIN No. 74-263592

Dear Mayor and Council:

Jones|Carter held a final inspection for the referenced project on March 24, 2021 at 8:30 A.M.

The following individuals were in attendance during the final inspection:

Mr. Michael Carpenter - Jones|Carter
Mr. Jim Gregg - Jones|Carter
Mr. Chris Roznovsky, PE - Jones|Carter
Mr. Eric Standifer - The City of Montgomery
Mr. Jonathan White, PE - L2 Engineering
Mr. Beau Roan - Randy Roan Construction, Inc.
Mr. Juan Alfaro - Stylecraft Builders

The enclosed punch list of deficiencies noted during the inspection has been completed and/or corrected within a timely manner. Please note, this punch list may not be all-inclusive and failure to include any items does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

Should you have any questions, please feel free to contact us.

Sincerely,

Donald M. Durgin, PE
Engineer for the City

DMD:wsl/jmr

K:\W5841\W5841-2004-00 Hills of Town Creek Sec. 4\Project Management\Inspection\Completed Punch List\Inspection with Punch List.doc

Enclosures: Final Inspection with Completed Punch List

cc (via email): Mr. Richard Tramm – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Alan P. Petrov – Johnson Petrov, LLP, City Attorney
Mr. Mike Muckleroy – City of Montgomery, Public Works Director
Mr. Russell Roan – Randy Roan Construction, Inc.



Jones & Carter, Inc.
 6330 West Loop S #150
 Bellaire, Texas 77401
 United States
 (713) 777-5337

Printed on Thu Apr 22, 2021 at 08:34 am CDT

Job #: W5841-2004-00 Hills of Town Creek Sec. 4
 103 Brock's lane Montgomery, TX 77356
 Montgomery Texas. 77356

Punch Items for W5841-2004-00 - Hills of Town Creek Sec. 4

9 Items

#1: Adjust and realign all corp stops throughout site

Type: Location:
 Date Created: **03/30/2021** Due Date: **04/20/2021**
 Priority: **Medium** Status: **Closed by Michael Carpenter on 04/21/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Raines, Brad (Randy Roan Construction, Inc.)**
Resolved



Description:

#2: Remove debris from curb inlet #1 and grout top right corner

Type: Location:
 Date Created: **03/30/2021** Due Date: **04/20/2021**
 Priority: **Medium** Status: **Closed by Michael Carpenter on 04/21/2021**
 Creator: **Michael Carpenter** Reference:
 Punch Item Manager: **Michael Carpenter** Final Approver: **Michael Carpenter**
 Ball in Court: Assignee Name: **Raines, Brad (Randy Roan Construction, Inc.)**
Resolved



Description:

#3: Paint waterline valve boxes

Type: Location:
Date Created: 03/30/2021 Due Date: 04/20/2021
Priority: Medium Status: Closed by Michael Carpenter on 04/21/2021
Creator: Michael Carpenter Reference:
Punch Item Manager: Michael Carpenter Final Approver: Michael Carpenter
Ball in Court: Assignee Name: Raines, Brad (Randy Roan Construction, Inc.) Resolved
Description:



#4: Replace 1" corporation stops with 3/4" throughout project

Type: Location:
Date Created: 03/30/2021 Due Date: 04/20/2021
Priority: Medium Status: Closed by Michael Carpenter on 04/21/2021
Creator: Michael Carpenter Reference:
Punch Item Manager: Michael Carpenter Final Approver: Michael Carpenter
Ball in Court: Assignee Name: Raines, Brad (Randy Roan Construction, Inc.) Resolved
Description:



#5: Replace all manhole covers with City of Montgomery manhole covers

Type: Location:
Date Created: 03/30/2021 Due Date: 04/20/2021
Priority: Status:

Medium

**Closed by Michael Carpenter
on 04/21/2021**

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
**Raines, Brad (Randy Roan
Construction, Inc.)**
Resolved

Description:

#6: Patch interior of Manhole #5

Type:

Location:

Date Created:
03/30/2021

Due Date:
04/20/2021

Priority:
Medium

Status:
**Closed by Michael Carpenter
on 04/21/2021**

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
**Raines, Brad (Randy Roan
Construction, Inc.)**
Resolved

Description:



#7: Provide compaction test results for utilities

Type:

Location:

Date Created:
03/30/2021

Due Date:
04/20/2021

Priority:
Medium

Status:
**Closed by Michael Carpenter
on 04/21/2021**

Creator:
Michael Carpenter

Reference:

Punch Item Manager:
Michael Carpenter

Final Approver:
Michael Carpenter

Ball in Court:

Assignee Name:
Raines, Brad (Randy Roan

Construction, Inc.)
Resolved

Description:

#8: Provide final As Built Plans

Type:	Location:
Date Created: 03/30/2021	Due Date: 04/20/2021
Priority: Medium	Status: Closed by Michael Carpenter on 04/21/2021
Creator: Michael Carpenter	Reference:
Punch Item Manager: Michael Carpenter	Final Approver: Michael Carpenter
Ball in Court:	Assignee Name: Raines, Brad (Randy Roan Construction, Inc.) <i>Resolved</i>

Description:

#9: Provide Affidavit of Bills Paid

Type:	Location:
Date Created: 03/30/2021	Due Date: 04/20/2021
Priority: Low	Status: Closed by Michael Carpenter on 04/21/2021
Creator: Michael Carpenter	Reference:
Punch Item Manager: Michael Carpenter	Final Approver: Michael Carpenter
Ball in Court:	Assignee Name: Raines, Brad (Randy Roan Construction, Inc.) <i>Resolved</i>

Description:



1575 Sawdust Road, Suite 400
 The Woodlands, Texas 77380
 Tel: 281.363.4039
 Fax: 281.363.3459
www.jonescarter.com

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Montgomery
 Contractor: Randy Roan Construction, Inc.
 Engineer: Donald M. Durgin, PE
 Project: Construction of Hills of Town Creek Section 4

Engineer's Project No.: W5841-2004-00
 Completion Date: March 24, 2021

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

Jones & Carter, Inc. provided periodic field project representation and our Certification is based on approved submittals, provided inspection reports and work that was visible at the time of the inspection.

A completed punch list is attached to this Certificate. This list may not be all-inclusive, and in accordance with the Contract, failure to include any items on such list does not alter the responsibility of the Contractor for all Work completed.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

- None As follows

Amendments to Contractor's responsibilities:

- None As follows

The following documents are attached to and made a part of this Certificate: Final Inspection Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:


 (Authorized Signature & Seal)

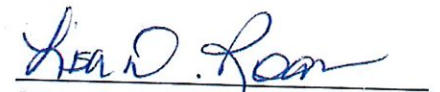


ACKNOWLEDGED BY:

 Owner (Authorized Signature)
 Title:

 Date:

ACKNOWLEDGED BY:


 Contractor (Authorized Signature)
 Title:
 Vice President
 Date:
 4-22-2021

AFFIDAVIT
OF
GUARANTEE

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Lisa D. Roan of **RANDY ROAN CONSTRUCTION, INC.** well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am Vice President of **RANDY ROAN CONSTRUCTION, INC.** and have personal knowledge of the matter stated in this affidavit. **RANDY ROAN CONSTRUCTION, INC.** does hereby give notice to the Owner, **CITY OF MONTGOMERY** that work for the Owner, known as JC Job No. W5841-2004-00 Construction of Hills of Town Creek Section 4, has been substantially completed. In accordance with the provisions of paragraph 5.07 Guarantee, of the General Conditions of Agreements, **RANDY ROAN CONSTRUCTION, INC.** does hereby guarantee all of the work under the contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under this contract, as evidenced by the Engineer's Certificate of Substantial Completion.

This affidavit is made in connection with the final payment under the contract between **CITY OF MONTGOMERY** and **RANDY ROAN CONSTRUCTION, INC.** and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

DATE: April 22, 2021

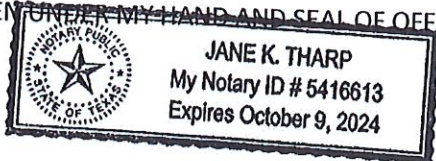
SIGNATURE: 

STATE OF TEXAS §

COUNTY OF Montgomery §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, Lisa D. Roan known to me to be the person whose name subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of April, 2021.




Notary Public Signature

(Notary Seal)

AFFIDAVIT
OF
BILLS PAID

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared Lisa D. Roan of **RANDY ROAN CONSTRUCTION, INC.** well known to me to be the person making this affidavit, who, being by me first duly sworn and deposed did say:

I am Vice President of **RANDY ROAN CONSTRUCTION, INC.** and have personal knowledge of the matter stated in this affidavit. **RANDY ROAN CONSTRUCTION, INC.** has paid all of the labor and material costs in connection with construction for **CITY OF MONTGOMERY** known as JC Job No. W5841-2004-00 Construction of Hills of Town Creek Section 4, and as of this date, there are no unpaid bills for labor performed upon, or materials or supplies delivered to or used in connection with such job.

This affidavit is made in connection with the final payment under the contract between **CITY OF MONTGOMERY** and **RANDY ROAN CONSTRUCTION, INC.** and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

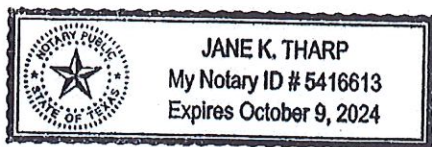
DATE: April 22, 2021

SIGNATURE: *Lisa D. Roan*

STATE OF TEXAS §
COUNTY OF Montgomery §

BEFORE ME, the undersigned, a Notary Public, in and for the State of Texas, on this day personally appeared, Lisa D. Roan known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of April, 2021.



(Notary Seal)

Jane K. Tharp
Notary Public Signature

CERTIFICATE OF ACCEPTANCE

Randy Roan Construction, Inc.
6052 N. FM 1486
Montgomery, TX 77356

Re: Final Inspection
Construction of Hills of Town Creek Section 4
The City of Montgomery
TIN No. 74-263592

Dear Mayor and Council:

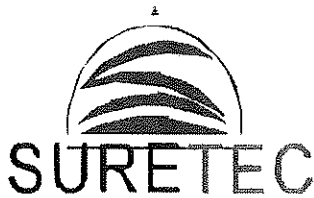
This is to certify that City of Montgomery accepts the subject project on the basis of the Certificate of Substantial Completion issued by our Engineers, Jones|Carter, and understands that a guarantee shall cover a period of one (1) year beginning March 24, 2021.

By: _____
Mr. Richard Tramm
City Administrator, City of Montgomery

Approved by City Council on: _____

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cc (via email): Mr. Richard Tramm – City of Montgomery, City Administrator
Ms. Susan Hensley – City of Montgomery, City Secretary
Mr. Alan P. Petrov – Johnson Petrov, LLP, City Attorney
Mr. Russell Roan – Randy Roan Construction, Inc.
Mr. Donald M. Durgin, PE – Jones|Carter, City Engineer
Mr. Mike Muckleroy – Public Works Director, City of Montgomery
Mr. Jonathan Bellock – Developer, First Hartford Realty Corporation
Mr. Jonathan White, PE – L2 Engineering



SureTec Insurance Company

5000 Plaza on the Lake, Suite 290
Austin, TX 78746
512-732-0099

Bond No. 4442657

MAINTENANCE BOND

(Standard Paving & Appurtenances Maintenance Bond Form – Rev. 11/2004)

KNOW ALL MEN BY THESE PRESENTS, that we Randy Roan Construction, Inc. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hills of Town Creek, LLC and City of Montgomery, Texas as Obligee, in the penal sum of One Hundred Fifty-Nine Thousand Four Hundred Thirty-Three and 00/100 Dollars (\$159,433.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such final completion and acceptance) that certain work (herein referred to as the “Work”) described as: Hills of Town Creek Section 4 Job#1998

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of One year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of one year from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

The combined aggregate liability of Surety under this bond and any performance bond issued by Surety in connection with the Project shall not exceed the penal sum set forth under the first paragraph hereof. Such bonds shall not be cumulative. Termination under the Performance Bond shall be deemed to have occurred when this Bond becomes effective.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

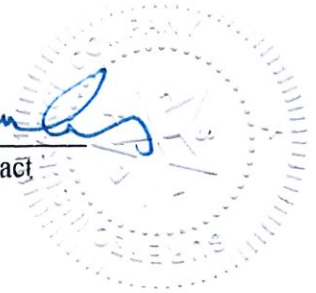
SIGNED, SEALED AND DATED THIS 21st day of April, 2021.

Randy Roan Construction, Inc.
Principal

By: _____

SureTec Insurance Company

By: *Kelly J. Brooks*
Kelly J. Brooks, Attorney-in-Fact



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, Senior Vice President, Vice President, Assistant Vice President, Secretary, 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 8th day of January, 2020.

SureTec Insurance Company

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



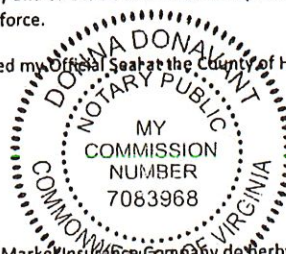
Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 8th day of January, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, 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 Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

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.

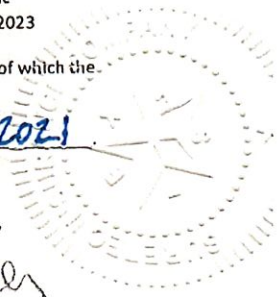
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of April, 2021.

SureTec Insurance Company

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

Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary



SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company
5000 Plaza on the Lake, Suite 290
Austin, TX 78746

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

You may write the Texas Department of Insurance at

PO 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.

Important Notice Regarding Terrorism Risk Insurance Act of 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

Exclusion of Liability for Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

Maintenance Bond – Please see the attached Rider for important notices and coverage information