



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

Jaime Kovar  
Purchasing Agent

(281) 341-8640  
Fax (281) 341-8645

November 5, 2020

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 21-028 – Water Well for Daily Park

Addendum 1:

Attached is addendum 1. Vendors are to utilize Addendum 1 when returning their bid response. Sections 13 and 32 have been amended.

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Immediately upon your receipt of this addendum, please fill out the following information and email this page to Jessica Carabajal at [jessica.carabajal@fortbendcountytexas.gov](mailto:jessica.carabajal@fortbendcountytexas.gov)

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Company Name

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Signature of person receiving addendum

Date

If you have any questions, please contact this office.

Sincerely,

Cheryl Krejci  
Senior Buyer

**\*Amended 11/05/20**

***Fort Bend County, Texas  
Invitation for Bid***



***Construction of Water Well at Daily Park for Fort Bend County  
BID 21-028***

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

**Note:** All correspondence must include the term  
“Purchasing Department” in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Tuesday, November 17, 2020  
2:00 PM (Central)

**MARK ENVELOPE:**

**BID 21-028  
DAILY PARK WATER WELL**

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.***

***BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci  
Senior Buyer  
[cheryl.krejci@fortbendcountytexas.gov](mailto:cheryl.krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.



# COUNTY PURCHASING AGENT

Fort Bend County, Texas

## Vendor Information

Jaime Kovar  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)			
Business Name (if different from legal name)			
Federal ID # or S.S. #			DUNS #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business?
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes    Ticker Symbol _____		
Remittance Address			
City/State/Zip			
Physical Address			
City/State/Zip			
Phone/Fax Number	Phone: _____ Fax: _____		
Contact Person			
E-mail			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ <b>Certification #</b> _____ SBE-Small Business Enterprise _____ <b>Certification #</b> _____ HUB –Texas Historically Underutilized Business _____ <b>Certification #</b> _____ WBE-Women’s Business Enterprise _____ <b>Certification #</b> _____		
Company’s gross annual receipts	<input type="checkbox"/> <\$500,000	<input type="checkbox"/> \$500,000-\$4,999,999	
	<input type="checkbox"/> \$5,000,000-\$16,999,999	<input type="checkbox"/> \$17,000,000-\$22,399,999	
	<input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply)			
Signature of Authorized Representative			
Printed Name			
Title			
Date			

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## 1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department one (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201 Richmond Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Cheryl Krejci, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Thursday, November 5, 2020 at 9:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been

Initials of Bidder: \_\_\_\_\_



successfully accomplished. References must include clients name, contact person and telephone number.

- 1.8 Bid Bond: All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify

Initials of Bidder: \_\_\_\_\_

or request information with regard to any bid.

- 1.14 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 Awards: Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 Contract Obligation: Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

## **2.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide and install one (1) water well at Daily Park, 4026 Sanders Road, Simonton, Texas 77476, hereinafter referred to as the "Project," as specified herein. Respondent is responsible for complying with any and all Texas Commission on Environmental Quality (TCEQ) rules and regulations.

## **3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be conducted on **Tuesday, November 3, 2020 at 9:30AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend.

Initials of Bidder: \_\_\_\_\_

#### **4.0 LIQUIDATED DAMAGES:**

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$500.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

#### **5.0 COMPLETION TIME AND PAYMENT:**

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the Engineering Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
  - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
  - 5.2.2 Provided an application for payment is received by the Engineering Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Engineering Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Engineering Department receives the application for payment.
  - 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
  - 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
    - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

Initials of Bidder: \_\_\_\_\_

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Engineering Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineering Department may require. This schedule, unless objected to by the Engineering Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

## **6.0 LIMIT OF APPROPRIATION:**

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this

Initials of Bidder: \_\_\_\_\_

Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes enuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

## **7.0 RIGHT TO ASSURANCE:**

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

## **8.0 PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment Bonds: In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects, the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

## **9.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

## **10.0 INSURANCE:**

- 10.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide

Initials of Bidder: \_\_\_\_\_

that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

Initials of Bidder: \_\_\_\_\_

- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### **11.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 11.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where

Initials of Bidder: \_\_\_\_\_

work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## **12.0 PREVAILING WAGES:**

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20200247 09/11/2020  
Superseded General Decision Number: TX20190247

State: Texas  
Construction Type: Building  
County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date

Initials of Bidder: \_\_\_\_\_



0	01/03/2020
1	02/14/2020
2	08/28/2020
3	09/11/2020

ASBE0022-009 06/01/2019

	Rates	
Fringes		
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 24.28	14.16
BOIL0074-003 01/01/2017		
BOILERMAKER	\$ 28.00	22.35
CARP0551-008 04/01/2016		
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 23.05	8.78
ELEC0716-005 08/28/2019		
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 32.25	9.24
ELEV0031-003 01/01/2020		
ELEVATOR MECHANIC	\$ 44.00	34.765

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
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\* IRON0084-002 06/01/2020

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 25.26	7.13
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Initials of Bidder: \_\_\_\_\_

PLAS0079-004 01/01/2015

PLASTERER	\$ 19.92	1.00
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PLUM0068-002 10/01/2019

PLUMBER	\$ 36.15	11.04
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PLUM0211-010 10/01/2018

PIPEFITTER (Including HVAC Pipe Installation)	\$ 33.30	12.26
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SHEE0054-003 04/01/2020

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
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SUTX2014-023 07/21/2014

ACOUSTICAL CEILING MECHANIC	\$ 16.41	3.98
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BRICKLAYER	\$ 19.86	0.00
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CAULKER	\$ 15.36	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 13.82	0.00
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DRYWALL FINISHER/TAPER	\$ 16.30	3.71
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DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
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ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
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ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
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FLOOR LAYER: Carpet	\$ 20.00	0.00
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FORM WORKER	\$ 11.87	0.00
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GLAZIER	\$ 19.12	4.41
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INSULATOR – BATT	\$ 14.87	0.73
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IRONWORKER, REINFORCING	\$ 12.10	0.00
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LABORER: Common or General	\$ 10.79	0.00
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Initials of Bidder: \_\_\_\_\_

LABORER: Mason Tender – Brick	\$ 13.37	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.49	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22	0.34
OPERATOR: Forklift	\$ 15.64	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77	4.51
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00

Initials of Bidder:\_\_\_\_\_

TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an

Initials of Bidder:\_\_\_\_\_

internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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**\*Amended 11/05/20**

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**\*13.0 PERMITS:**

~~It shall be the sole responsibility of the successful bidder to obtain all required permits~~ The permit has been submitted in the name of Fort Bend County.

**14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

14.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

14.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

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14.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

14.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

14.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

14.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**

14.3 Standards for Review and Approval.

14.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change

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order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

14.3.2 If Fort Bend County disapproves of a particular matter or Proposed Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

14.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.4 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction there over. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

#### 14.4 Changes.

14.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

14.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by

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delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County, a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

14.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

14.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

14.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

14.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

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- 14.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.
- 14.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 14.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 14.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 14.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent

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(which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 14.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 14.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this

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clause in its entirety in all subcontracts for any work to be performed at the construction site.

14.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.

14.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

## **15.0 TERMINATION:**

15.1 Fort Bend County may terminate the Contract if the Contractor:

15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

15.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

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15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.

15.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

#### **16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

16.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.

16.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

#### **17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

17.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.

17.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.

17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

#### **18.0 INDEPENDENT CONTRACTOR:**

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner

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of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

## **19.0 NOTICE**

- 19.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Engineering Department, 301 Jackson, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 19.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

## **20.0 RECORDS:**

- 20.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 20.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

## **21.0 SUCCESSORS AND ASSIGNS:**

- 21.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to

Initials of Bidder: \_\_\_\_\_

all covenants of this Contract.

21.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.

21.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

## **22.0 PUBLIC CONTACT:**

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

## **23.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **24.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

## **25.0 SEVERABILITY:**

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## **26.0 GOVERNING FORMS:**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of

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**\*Amended 11/05/20**

any part of this overall document, Fort Bend County's interpretation shall govern.

**27.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**28.0 ENTIRE AGREEMENT:**

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

**29.0 APPLICABLE LAW AND VENUE**

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

**30.0 ENCLOSURE:**

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – Specifications and Plans

**31.0 BID PRICE:**

Construction of Water Well: \$\_\_\_\_\_.

**\*32.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents **within \_\_\_\_\_ calendar days** (~~maximum of 90 calendar days~~) after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Engineering Department.

Initials of Bidder:\_\_\_\_\_



### **33.0 AWARD:**

This contract will be awarded to the lowest and best bid.

### **34.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 34.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
- 34.2 On-line instructions:
- 34.2.1 Name of governmental entity is to read Fort Bend County
- 34.2.2 Identification number used by the governmental entity is: B21-028
- 34.2.3 Description is the title of the solicitation: Daily Park Water Well
- 34.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

### **35.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 35.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 35.2 Texas Government Code Section 22.51.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Initials of Bidder: \_\_\_\_\_

**36.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

**37.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete and provide the below forms along with any other requirements as stated herein with their submission:

37.1 Vendor Form

37.2 W9 Form

37.3 Tax Form/Debt/Residence Certification

37.4 Contractor Acknowledgement of Stormwater Management Program

37.5 Proof of Insurance

Initials of Bidder:\_\_\_\_\_

**Contract Sheet  
Bid 21-028**

**THE STATE OF TEXAS  
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and \_\_\_\_\_  
(hereinafter designated Contractor).

(company name)

**WITNESSETH:**

The Contractor and the County agree that the bid and specifications for the **Water Well at Daily Park** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Fort Bend County, Texas

By: \_\_\_\_\_  
County Judge, **KP George**

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Printed Name and Title



April 20, 2020

Utilities Technical Review Team  
Water Supply Division MC-159  
P.O. Box 13087  
Austin, Texas 78711-3087


Re: Daily Park 1 – PWS Unassigned  
Regular Submittal

Sirs,

Enclosed please find the submittal items for “***Daily Park 1 – PWS Unassigned***” located in Fort Bend County, Texas. Daily Park 1 is submitting plans and specifications for their proposed public water system which is seeking approval to construct.

If you find anything deficient please contact me.

Sincerely,

  
\_\_\_\_\_  
Jerry G. Ince, P.E.  
Ward, Getz & Associates, PLLC  
Firm #9756



4/20/2020





# TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
2. Customer Reference Number (if issued)	3. Regulated Entity Reference Number (if issued)	
CN	RN	

Follow this link to search for CN or RN numbers in [Central Registry\\*\\*](#)

## SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input checked="" type="checkbox"/> New Customer		<input type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)		<input type="checkbox"/> Change in Regulated Entity Ownership	
<b>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</b>			
6. Customer Legal Name (If an individual, print last name first: e.g.: Doe, John)		If new Customer, enter previous Customer below:	
Fort Bend County			
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
11. Type of Customer:		Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited	
<input type="checkbox"/> Corporation		<input type="checkbox"/> Individual	
Government: <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input checked="" type="checkbox"/> 501 and higher		<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) - as it relates to the Regulated Entity listed on this form. Please check one of the following:			
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator			
<input type="checkbox"/> Occupational Licensee <input checked="" type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address:			
301 Jackson Street			
City	Richmond	State	TX
ZIP	77469	ZIP + 4	
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
		michel.davis@fortbendcountytexas.gov	
18. Telephone Number		19. Extension or Code	
( 281 ) 642 - 3716			
		20. Fax Number (if applicable)	
		( ) -	

## SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected below this form should be accompanied by a permit application)	
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information	
<b>The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).</b>	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
Daily Park 1	



23. Street Address of the Regulated Entity: (No PO Boxes)	4026 Sanders Rd						
	City	Simonton	State	Tx	ZIP	77476	ZIP + 4
24. County	Fort Bend						

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	County Park Restroom facilities and Sports Fields						
26. Nearest City					State		Nearest ZIP Code
Rosenberg					TX		
27. Latitude (N) In Decimal:			28. Longitude (W) In Decimal:				
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds		
29. Primary SIC Code (4 digits)		30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)	
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)							
County Park Sports Fields							
34. Mailing Address:							
		City		State		ZIP	
						ZIP + 4	
35. E-Mail Address:							
36. Telephone Number			37. Extension or Code		38. Fax Number (if applicable)		
( ) -					( ) -		

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

#### SECTION IV: Preparer Information

40. Name:	Michel Davis			41. Title:	Parks Director
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address		
( 281 ) 642 - 3716		( ) -	michel.davis@fortbendcountytexas.gov		

#### SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	Fort Bend County	Job Title:	Parks Director
Name(In Print):	Michel Davis	Phone:	( 281 ) 642 - 3716
Signature:	<i>Michel E. Davis</i>	Date:	4/20/2020



# TCEQ Public water system plan review submittal form

**(Complete, Seal and Attach to Submittal Package)**

## WATER SYSTEM INFORMATION

Date:	03/30/2020		
TCEQ PWS Identification No.: (Facilities will be assigned this PWS No.)	Unassigned		
Water System Name:	Daily Park 1		
Owner Information:			
Water System Owner:	Fort Bend County Parks		
Address:	301 Jackson, Richmond, Texas 77469	(AC) Phone:	
Responsible Official:	Michael Davis	Title:	Park Director
County (System Location):	Fort Bend	Mechanism & Source of Financing: (i.e. loans, rates, self-financed, etc.)	
Subdivision Sec., Phase, Unit, Etc.			

## ENGINEER INFORMATION

Engineer Name:	JERRY G. INCE, P.E.	Registration No.:	81062
Firm Name:	WARD, GET & ASSOCIATES, LLP	Firm No.:	9756
(AC) Phone:	OFFICE: 713-789-1900 DIRECT: 713-352-6247	(AC) Fax:	
Firm Address:	2500 Tanglewilde, Suite 120 Houston, TX 77063		

## SUBMITTAL INFORMATION

Is this submittal for a new public water system?	Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
If no, proceed to the Project Information section on Page 2. If no PWS number exists, the owner must submit a core data form and business plan, if required, in accordance with §290.39(f) and (g).	

## NEW (PROPOSED) WATER SYSTEMS

(Only complete this section if this submittal is for a NEW water system)

For new (proposed) system submittals, please provide 2 copies of the submittal and attach the following:

<input checked="" type="checkbox"/>	A list of all water utilities within ½ mile of the proposed service area boundaries (reference 30 TAC 290.39(c)(1)).	
<input checked="" type="checkbox"/>	Copies of written responses from each of the entities listed above (reference 30 TAC 290.39(c)(1)).	
<input type="checkbox"/>	Copies of formal applications for service from each of the following (reference 30 TAC 290.39(c)(1)):	
<input type="checkbox"/>	Any municipality if the system is within its ETJ.	
<input type="checkbox"/>	Any district or other political subdivision whose corporate boundaries are within ½ mile of the proposed service area boundaries.	
<input type="checkbox"/>	Any other water service provider whose certificated service area boundary is within ½ mile of the proposed service area boundaries.	

# TCEQ Public water system plan review submittal form

## (Complete, Seal and Attach to Submittal Package)

<input type="checkbox"/>	Documentation that all application requirements, including fee payments, are current.
<input type="checkbox"/>	<p>Business plan: Please complete the financial ability form, provide a cost summary for the proposed project, and submit a business plan (reference 30 TAC 290.39 (f)). The business plan must confirm capital available to construct the system according to TCEQ requirements. Acceptable financial information can include some of the following: Financial statements (preferably audited), CPA compilation report, tax returns, statements of net worth, bank statements.</p> <p>If the project is being funded with loan proceeds, provide a loan commitment letter from the lender specific to this project.</p> <p>If the plan submittal is for a community system, also provide a copy of the Certificate of Convenience and Necessity (CCN) application submitted to the Public Utility Commission of Texas (PUC), and complete items referenced in 30 TAC 290.39 (f) (1 - 13).</p>
<input type="checkbox"/>	Justification for constructing a separate system (if one of the entities listed above is willing to provide service).
<input type="checkbox"/>	TCEQ Core Data Form (No. 10400).
<input type="checkbox"/>	Emergency Preparedness Plan (No. 20536) if serving water in Harris or Fort Bend Counties and have overnight accommodations.

### Certificate of Convenience and necessity (CCN)

Certificates of Convenience and Necessity (CCN) applications are processed by the Public Utility Commission of Texas (PUC) and are required for privately owned systems and water supply corporations. If a CCN is required and a CCN does not exist, the applicant must obtain a CCN number or have the application accepted for filing at the PUC before a PWS project submittal can be technically reviewed. In addition, if a submittal is for a project located outside the CCN area, a CCN amendment application must be submitted before a project may be reviewed for construction approval. Please refer to PUC for additional information at: <http://www.puc.texas.gov/industry/water/guidance/UtilRulesGuidance.aspx> ([Rules and Guidance for Water and Sewer Utilities](#)).

Will the proposed PWS be owned by either an investor owned utility (IOU) or water supply corporation (WSC)? If yes, please indicate which type of entity

YES: ☐ NO: ☐

Has a CCN application been submitted to the PUC? If yes, please provide the date of acceptance

YES: ☐ NO: ☐

List the name, license number and class of the operator for the proposed system:

### Project Information

If a system does NOT have a PWS number, the sections above must be filled out

All engineering documents must be sealed, signed, and dated by a Texas registered professional engineer. An engineering report that includes the number of connections to be served must accompany each project. Please check each box that is applicable.

If this submittal is a revision of previously submitted plans, please provide the assigned TCEQ log number:

#### New Projects/Facilities

#### Modifications to Existing Facilities

<input checked="" type="checkbox"/>	Water well construction - Proposed	<input type="checkbox"/>	Surface water treatment plant modifications
<input type="checkbox"/>	Well completion data for approved well	<input type="checkbox"/>	Storage capacity modifications
<input type="checkbox"/>	Ground water treatment plant - New	<input type="checkbox"/>	Distribution system modifications
<input type="checkbox"/>	Surface water treatment plant - New	<input type="checkbox"/>	Pressure maintenance facilities modifications
<input type="checkbox"/>	Proposed Innovative/Alternative Treatment	<input type="checkbox"/>	Disinfection facilities or other modifications
<input type="checkbox"/>	Request for rule exception	<input type="checkbox"/>	
<input type="checkbox"/>	Preliminary engineering report without plans	<input type="checkbox"/>	



# TCEQ Public water system plan review submittal form

## (Complete, Seal and Attach to Submittal Package)

<input type="checkbox"/>	Texas Water Development Board Project No.:	
<input type="checkbox"/>	As-Built Plans & Engineering Report	
<input type="checkbox"/>	Other (please describe):	

### Signature and certification

The following certification indicates I have the authority to make submittals on behalf of the PWS referenced on Page 1. I hereby certify that the above information is, to the best of my knowledge, true and correct:

Engineer's Signature:		
Engineer's Printed Name:	JERRY G. INCE, P.E.	
Date:	4/20/20	

**Signature/P.E. Seal Required below:**



Please call (512) 239-4691 if you have questions regarding this form. Your cooperation will help us provide better service. Additional helpful information and rules are available at the Public Water System Plan Review website.

# Proposed Water Supply Well Construction Checklist (Step 1)

Texas Commission on Environmental Quality  
Water Supply Division  
Plan Review Team MC-159  
P.O. Box 13087, Austin, Texas 78711-3087

Public Water System I.D. No. Unassigned  
TCEQ Log No. P-\_\_\_\_\_

The following list is a brief outline of the "Rules for Public Water Systems", 30 TAC Chapter 290 regarding proposed Water Supply Well Construction. Sealed plans and specifications meeting, but not limited to, the minimum requirements cited here shall be prepared under the supervision of a Texas licensed professional engineer and submitted to TCEQ for approval. This list is not a substitute for the rules and this checklist cannot be accepted in lieu of the required engineering submittals. Failure to submit the following items may delay project approval. Copies of the rules may be obtained from **Texas Register, 1019 Brazos St, Austin, TX, 78701-2413, Phone: (512) 463-5561** or downloaded from the website: <http://www.tceq.texas.gov/rules/indxpdf.html>

1. ☐ Site map(s) with appropriate scale showing the following: [§290.41(c)(3)(A)]
  - ☐ (i) Proposed location of the well with coordinates;
  - ☐ (ii) Named roadways;
  - ☐ (iii) All property boundaries within 150 feet of the proposed well location and the property owners' names;
  - ☐ (iv) Concentric circles with the proposed well location as the center point with radii of 10 foot, 50 foot, 150, foot, and ¼ mile;
  - ☐ (v) Any site improvements and existing buildings;
  - ☐ (vi) Any existing or potential pollution hazards; and
  - ☐ (vii) Map must be scalable with a north arrow.
2. ☐ Site plan and proposed well profile drawings showing the following: [§290.41(c)(3)(A)]
  - ☐ (i) Proposed well pump and setting depth;
  - ☐ (ii) Bore hole diameter(s) (must be 3" larger than casing OD) and total well depth;
  - ☐ (ii) Casing size, length, and material (e.g. 200 lf of 12" PVC SDR-17);
  - ☐ (iii) Length and material of any screens, blanks, and/or gravel packs utilized;
  - ☐ (iv) Flow meter and sampling cock prior to treatment;
  - ☐ (v) Well casing vent with a 16-mesh or finer corrosion-resistant screen;
  - ☐ (vi) Concrete sealing block extending at least 3 feet in all directions, with a minimum thickness of 6 inches and slope no less than 0.25 inches per foot for draining;
  - ☐ (vii) Disinfection injection point on the well discharge pipe and the location of the disinfection facilities; and
  - ☐ (viii) Intruder-resistant fence and an all-weather access road.
3. ☐ A sealed engineer's report that sizes the well capacity based on connections or people to be served. See §290.45 for the minimum capacity requirements; [§290.39(e)(1)]
4. ☐ A pollution hazard survey identifying all existing or potential pollution hazards: [§290.41(c)(1)(A)-(E)]
  - ☐ (i) Within 50 feet, identify any tile or concrete sanitary sewers, sewerage appurtenances, septic tanks, storm sewers, cemeteries, or livestock in pastures;
  - ☐ (ii) Within 150 feet, identify any septic tank perforated drainfields, areas irrigated by low dosage, low angle spray on-site sewage facilities, absorption beds, evapotranspiration beds, water wells that do not meet Public Drinking Water Standards, or underground fuel or petrochemical storage tanks or pipelines;

## PROPOSED WATER SUPPLY WELL CONSTRUCTION CHECKLIST (STEP 1)

- ☐ (iii) Within 300 feet, identify any sewage wet wells, sewage pump stations, or drainage ditches which contain industrial waste or sewage treatment waste;
  - ☐ (iv) Within 500 feet, identify any sewage treatment plants, livestock and animal feed lots, solid waste disposal sites, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent; and
  - ☐ (v) Within ¼ mile, identify any abandoned or inoperative wells and any other existing or potential pollution hazards.
5. ☐ A copy of the recorded deed of the property on which the well is located; [§290.41(c)(1)(F)(iv)]
6. ☐ Drafts of sanitary control easements covering land within 150 feet of the well not owned by the public water system; [§290.41(c)(1)(F)]
7. ☐ The premises, materials, tools, and drilling equipment shall be maintained so as to minimize contamination of the groundwater during drilling operation: [§290.41(c)(2)]
- ☐ (i) Water used in any drilling operation shall be of safe sanitary quality. Water used in the mixing of drilling fluids or mud shall contain a chlorine residual of at least 0.5 milligrams per liter (mg/L);
  - ☐ (ii) The slush pit shall be constructed and maintained so as to minimize contamination of the drilling mud; and
  - ☐ (iii) No temporary toilet facilities shall be maintained within 150 feet of the well being constructed unless they are of a sealed, leakproof type.
8. ☐ Well casing requirements: [§290.41(c)(3)(B)]
- ☐ (i) The material shall conform to AWWA standards;
  - ☐ (ii) The casing shall extend a minimum of 18 inches above the elevation of the finished floor or the natural ground surface and a minimum of one inch above the sealing block or pump motor foundation block when provided;
  - ☐ (iii) The casing shall extend at least to the depth of the shallowest water formation to be developed and deeper, if necessary, in order to eliminate all undesirable water-bearing strata;
  - ☐ (iv) Well construction materials may not contain more than 0.25% lead; and
  - ☐ (v) Cementing depth and pressure method (one of the methods in latest revision of AWWA Standard A-100, Appendix C, excluding the dump bailer and tremie methods).
9. ☐ When a gravel packed well is constructed, all gravel shall be of selected and graded quality and shall be thoroughly disinfected with a 50 mg/L chlorine solution as it is added to the well cavity; [§290.41(c)(3)(D)]
10. ☐ Safeguards shall be taken to prevent possible contamination of the water or damage by trespassers following the completion of the well and prior to installation of permanent pumping equipment; [§290.41(c)(3)(E)]
11. ☐ Upon well completion, the well shall be disinfected in accordance with current AWWA standards for well disinfection except that the disinfectant shall remain in the well for at least six hours; [§290.41(c)(3)(F)]
12. ☐ Well head and sealing slab:
- ☐ (i) Concrete sealing block extending at least three feet from the well casing in all directions, with a minimum thickness of six inches and sloped to drain away at not less than 0.25 inches per foot shall be provided around the wellhead; [§290.41(c)(3)(J)]
  - ☐ (ii) Wellheads and pump bases shall be sealed by a gasket or sealing compound; [§290.41(c)(3)(K)]
  - ☐ (iii) Wellheads and well vents shall be at least two feet above the highest known watermark or 100-year flood elevation; [§290.41(c)(3)(K)]

## PROPOSED WATER SUPPLY WELL CONSTRUCTION CHECKLIST (STEP 1)

- ☐ (iv) If a well blow-off line is provided, its discharge shall terminate in a downward direction and at a point which will not be submerged by flood waters; [§290.41(c)(3)(L)]
  - ☐ (v) A suitable sampling cock shall be provided on the discharge pipe of each well pump prior to any treatment; and [§290.41(c)(3)(M)]
  - ☐ (vi) Flow-measuring devices shall be provided for each well to measure production yields and provide for the accumulation of water production data. [§290.41(c)(3)(N)]
13. ☐ All completed well units shall be protected by intruder-resistant fences or shall be enclosed in locked, ventilated well houses to exclude possible contamination or damage to the facilities by trespassers; and [§290.41(c)(3)(O)]
14. ☐ An all-weather access road shall be provided to each well site. [§290.41(c)(3)(P)]

## LIST OF COUNTIES WHERE RADIONUCLIDE TESTING IS REQUIRED

Please be aware that we have added the requirement for analysis for **radionuclides** for high risk counties. For elevated levels of any contaminants found in a test well, treatment or blending may be required.

COUNTY	STATE CODE #
Atascosa	007
Bandera	010
Bexar	015
Bosque	018
Brazoria	020
Brewster	022
Burnet	027
Concho	048
Culberson	055
Dallam	056
Dawson	058
Erath	072
Fort Bend	079
Frio	082
Garza	085
Gillespie	086
Gray	090
Grayson	091
Harris	101

COUNTY	STATE CODE #
Hudspeth	115
Irion	118
Jeff Davis	122
Jim Wells	125
Kendall	130
Kent	132
Kerr	133
Kleberg	137
Liberty	146
Llano	150
Lubbock	152
McCulloch	154
Mason	160
Matagorda	161
Medina	163
Midland	165
Montgomery	170
Moore	171

COUNTY	STATE CODE #
Parker	184
Pecos	186
Polk	187
Presidio	189
Refugio	196
San Jacinto	204
San Saba	206
Tarrant	220
Travis	227
Tyler	229
Upton	231
Val Verde	233
Victoria	235
Walker	236
Washington	239
Wichita	243
Williamson	246
Zavala	254



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 22, 2020

Mr. Jerry G. Ince, P.E.  
Ward Getz & Associates, LLP  
2500 Tanglewilde  
Houston, TX 77063

Re: Fort Bend County Daily Park 1 - Public Water System (PWS) ID № 0790598  
Proposed Transient Non-Community PWS and Well № 1  
Engineer Contact Telephone: (713) 789-1900  
Plan Review Log № P-05222020-172  
Fort Bend County, Texas

CN: 601229107; RN: 111065595

Dear Mr. Ince:

On May 22, 2020, the Texas Commission of Environmental Quality (TCEQ) received planning material with your letter dated April 20, 2020 for the proposed Fort Bend County Daily Park 1 PWS and Well № 1. Based on our review of the information submitted, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 – Rules and Regulations for Public Water Systems and is **conditionally approved for construction** if the project plans and specifications meet the following requirements:

1. A copy of the recorded deed and map demonstrating that the public water system owns all of or a portion of real property within 150 feet of the well shall be obtained, in accordance with 30 TAC §290.41(c)(1)(F)(iv)(I)-(II). For any real property within 150 feet of the well not owned by the public water system, a sanitary control easement or sanitary control easements as filed at the county courthouse (bearing the county clerk's stamp) shall be obtained, as described in 30 TAC §290.41(c)(1)(F). Please provide a copy of the recorded deed and a map showing all land owned by the public water system within 150 feet of the well and for any land within 150 feet of the well not owned by the public water system provide copies of all recorded sanitary control easements with the well completion materials.
2. 30 TAC §290.42(f)(1)(B) requires day tanks to be provided to minimize the possibility of severely overfeeding liquid chemicals from bulk storage facilities. Day tanks will not be required if adequate process control instrumentation and procedures are employed to prevent chemical overfeed incidents. Please provide day tanks for chemical feeds or have written procedures for adequate process control instrumentation.
3. Corrosive indices will be used to calculate corrosivity of the water from new source(s). Corrosive or aggressive water could result in aesthetic problems, increased levels of toxic metals, and deterioration of household plumbing and fixtures. **If the water appears to be corrosive**, the system will be required to conduct a study and submit an engineering report that addresses corrosivity issues or may choose to install corrosion control treatment **before use may be granted**. All changes in treatment require submittal of plans and specifications for approval by TCEQ.

4. 30 TAC §290.42(f)(2)(A) requires that each chemical feeder that is needed to comply with a treatment technique or maximum contaminant level (MCL) requirement shall have a standby or reserve unit. Please ensure compliance with this rule.

Texas Water Code Section 36.0015 allows for the creation of groundwater conservation districts (GCDs) as the preferred method of groundwater management. GCDs manage groundwater in many counties and are authorized to regulate production and spacing of water wells. **Public water systems drilling wells within an existing GCD are responsible for meeting the GCD's requirements.** The authorization provided in this letter does not affect GCD authority to manage groundwater or issue permits.

**The design engineer or water system representative is required to notify the Plan Review Team in writing by fax at (512) 239-6972 or by emailing [jonathan.pi@tceq.texas.gov](mailto:jonathan.pi@tceq.texas.gov) and cc: [vera.poe@tceq.texas.gov](mailto:vera.poe@tceq.texas.gov) at least 48 hours before the well casing pressure cementing begins.** If pressure cementing is to begin on Monday, then they must give notification on the preceding Thursday. If pressure cementing is to begin on Tuesday, then they must give notification on the preceding Friday.

**The TCEQ does not approve this well for use as a public water supply at this time.** We have enclosed a copy of the "Public Well Completion Data Checklist for Interim Approval (Step 2)". We provide this checklist to help you in obtaining approval to use this well.

The submittal consisted of five sheets of engineering drawings, technical specifications and an engineering summary. The proposed project consists of:

- One (1) public water supply well drilled to 320 feet with 300 linear feet (lf) of 5-inch nominal diameter (n.d.) standard dimension ratio 17 polyvinyl chloride (PVC) casing and pressure-cemented 300 lf;
- 20 lf of 2.5-inch n. d. PVC slotted screen, no blank liner, with no underream and no gravel pack constructed;
- The well is rated for 25 gallons per minute (gpm) yield with a 2-horsepower submersible pump set at 140 feet deep. The design capacity of the pump is 25 gpm at 210 feet total dynamic head;
- One (1) 315-gallon Perma Tank Model PZ315 welded steel pressure tank;
- Sodium hypochlorite equipment consisting of one (1) Stenner Pump Model 45MHP2 metering pump with a capacity ranged from 0.05 to 5.0 gallons per day and one (1) 30-gallon polyethylene tank;
- Approximately 1,235 lf of 3-inch ASTM D1784 PVC (schedule 40) waterlines; and
- Intruder-resistant fence, all associated yard piping, valves, fittings and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The authorization provided in this letter does not relieve a Public Water System from the need to comply with other applicable state and federal regulations.

The Fort Bend County Daily Park 1 public water system provides water treatment.

The project is located on the south side of Nail Road with an address at 4026 Sanders Street, Fulshear, in Fort Bend County, Texas.

Mr. Jerry G. Ince, P.E.  
Page 3  
July 22, 2020

An appointed engineer must notify the TCEQ's Region 12 Office in Houston at (713) 767-3500 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the TCEQ's Water Supply Division, in writing, as to its completion and attest to the fact that the completed work is substantially in accordance with the plans and change orders on file with the TCEQ as required in 30 TAC §290.39(h)(3).

Please refer to the Plan Review Team's Log № **P-05222020-172** in all correspondence for this project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittals to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on TCEQ's website at the address shown below. You can also download the most current plan submittal checklists and forms from the same address.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Plan Review Team's database to see if we have received your project. This is available on TCEQ's website at the following address:

<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

You can download the latest revision of 30 TAC Chapter 290 - Rules and Regulations for Public Water Systems from this site.

If you have any questions concerning this letter or need further assistance, please contact Mr. Jonathan Pi, P.E. (512) 239-6968 or by email at [jonathan.pi@tceq.texas.gov](mailto:jonathan.pi@tceq.texas.gov) or by correspondence at the following address:

Plan Review Team, MC-159  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

Sincerely,



Jonathan Pi, P.E.  
Plan Review Team  
Plan and Technical Review Section  
Water Supply Division  
Texas Commission on Environmental Quality



Vera Poe, P.E., Team Leader  
Plan Review Team  
Plan and Technical Review Section  
Water Supply Division  
Texas Commission on Environmental Quality

VP/JPI/av

Enclosure: "Public Well Completion Data Checklist for Interim Approval (Step 2)"

cc: Fort Bend County Parks, Attn: Mr. Michael Davis, Park Director, 301 Jackson Street,  
Richmond, TX 77469





Mr. Jerry G. Ince, P.E.  
Page 4  
July 22, 2020

bcc: TCEQ Central Records PWS File 0790598 (P-05222020-172/Fort Bend County Daily Park  
1)  
TCEQ Region № 12 Office - Houston  
TCEQ PWSINVEN, MC-155



# Public Well Completion Data Checklist for Approval to Use (Step 2)

Texas Commission on Environmental Quality  
Water Supply Division  
Plan Review Team MC-159  
P.O. Box 13087, Austin, Texas 78711-3087

Public Water System I.D. No. \_\_\_\_\_  
TCEQ Log No. P- \_\_\_\_\_

The following list is a brief outline of the "Rules for Public Water Systems", 30 TAC Chapter 290 regarding proposed Water Supply Well Completion. Failure to submit the following items may delay project approval. Copies of the rules may be obtained from Texas Register, 1019 Brazos St, Austin, TX, 78701-2413, Phone: (512) 463-5561 or downloaded from the website: <http://www.tceq.texas.gov/rules/indxpdf.html>

Any well proposed as a source of water for a public water supply must have plans approved for construction by TCEQ. Please include the well construction approval letter with your submittal of well completion data listed below for TCEQ evaluation. Based on review of this submitted data, approval may be given for use of the well.

1. ☐ Site map(s) at appropriate scales showing the following: [§290.41(c)(3)(A)]
  - ☐ (i) Final location of the well with coordinates;
  - ☐ (ii) Named roadways;
  - ☐ (iii) All property boundaries within 150 feet of the final well location and the property owners' names;
  - ☐ (iv) Concentric circles with the final well location as the center point with radii of 10 feet, 50 feet, 150 feet, and ¼ mile;
  - ☐ (v) Any site improvements and existing buildings;
  - ☐ (vi) Any existing or potential pollution hazards; and
  - ☐ (vii) Map must be scalable with a north arrow.
2. ☐ A copy of the recorded deed of the property on which the well is located showing the Public Water System (PWS) as the landowner, and/or any of the following:  
[§290.41(c)(1)(F)(iv)]
  - ☐ (i) Sanitary control easements (filed at the county courthouse and bearing the county clerk's stamp) covering all land within 150 feet of the well not owned by the PWS (for a sample easement see TCEQ Form 20698);
  - ☐ (ii) For a political subdivision, a copy of an ordinance or land use restriction adopted and enforced by the political subdivision which provides an equivalent or higher level of sanitary protection to the well as a sanitary control easement; and/or
  - ☐ (iii) A copy of a letter granting an exception to the sanitary control easement rule issued by TCEQ's Technical Review and Oversight Team.
3. ☐ Construction data on the completed well: [§290.41(c)(3)(A)]
  - ☐ (i) Final installed pump data including capacity in gallons per minute (gpm), total dynamic head (tdh) in feet, motor horsepower, and setting depth;
  - ☐ (ii) Bore hole diameter(s) (must be 3" larger than casing OD) and total well depth;
  - ☐ (iii) Casing size, length, and material (e.g. 200 lf of 12" PVC ASTM F480 SDR-17);
  - ☐ (iv) Length and material of any screens, blanks, and/or gravel packs utilized;
  - ☐ (v) Cementing depth and pressure method (one of the methods in latest revision of AWWA Standard A-100, Appendix C, excluding the dump bailer and tremie methods);
  - ☐ (vi) Driller's geologic log of strata penetrated during the drilling of the well;
  - ☐ (vii) Cementing certificate; and

## Public Well Completion Data Checklist for Approval to Use (Step 2)

- ☐ (viii) Copy of the official State of Texas Well Report (some of the preceding data is included on the Well Report).
4. ☐ A U.S. Geological Survey 7.5-minute topographic quadrangle map (include quadrangle name and number) or a legible copy showing the location of the completed well; [§290.41(c)(3)(A)]
5. ☐ Record of a 36-hour continuous pump test on the well showing stable production at the well's rated capacity. Include the following: [§290.41(c)(3)(G)]
- ☐ (i) Test pump capacity in gpm, tdh in feet, and horsepower of the pump motor;
  - ☐ (ii) Test pump setting depth;
  - ☐ (iii) Static water level (in feet); and
  - ☐ (iv) Draw down (in feet).
6. ☐ Three bacteriological analysis reports for samples collected on three successive days showing raw well water to be free of coliform organisms. Reports must be for samples of raw (untreated) water from the disinfected well and submitted to a laboratory accredited by TCEQ, accredited to perform these test; and [§290.41(c)(3)(F)(i)]
7. ☐ Chemical analysis reports for well water samples showing the water to be of acceptable quality for the most problematic contaminants listed below. Reports must come from a laboratory accredited by TCEQ; accredited to perform these tests. Maximum contaminant level (MCL) and secondary constituent level (SCL) units are in milligrams per liter (except arsenic which is in micrograms per liter). [§290.41(c)(3)(G) and §290.104 and §290.105]

**Table 1: Primary Constituents with Maximum Contaminant Level (MCL)**

PRIMARY	MCL
Nitrate	10 (as N)
Nitrite	1 (as N)
Arsenic	10
Fluoride	4.0

**Table 2: Secondary Constituents with Secondary Contaminant Level (SCL)**

SECONDARY	SCL
Aluminum	0.2
Copper	1.0
Iron	0.3
Manganese	0.05
Zinc	5.0
Total Dissolved Solids	1,000
Fluoride	2.0
Sulfate	300
Chloride	300
pH	> 7.0

# Public Well Completion Data Checklist for Approval to Use (Step 2)

**Table 3: Water Quality Parameters**

PARAMETER	UNITS
Alkalinity as CaCO <sub>3</sub>	mg/L
Calcium as CaCO <sub>3</sub>	mg/L
Sodium	mg/L
Lead*	mg/L

Lead is regulated by the lead and copper rule. This analyte is to document the amount of lead in the source water. The level shall be less than 0.010 mg/L for approval to use.

All systems located in a high-risk county (see page 3) shall submit radiological analysis reports for water samples showing the water to be of acceptable quality for the contaminants listed below. Reports must come from a TCEQ accredited laboratory for approval to use of the well.

**Table 4: Radionuclides with Maximum Contaminant Level (MCL)**

CONTAMINANT	MCL
Gross alpha	15 pCi/L
Radium-226/228	5 pCi/L
Beta particle	50 pCi/L
Uranium	30 µg/L

WHERE: pCi/L = pico curies per liter, µg/L = micrograms per liter

Please be aware when you review your radiological data that if the report has gross alpha over 15 pCi/L and individual uranium isotopes are not reported, you will have to resample or reanalyze and resubmit radionuclide results. If you see gross alpha plus radium-228 over 5 pCi/L, and don't have radium-226, you will have to resample or reanalyze and resubmit complete results.

## List of Counties Where Radionuclide Testing Is required

Please be aware that we have added the requirement for analysis for radionuclides for high risk counties. For elevated levels of any contaminants found in a test well, treatment or blending may be required.

**Table 5: List of Counties where Radionuclide Testing is required**

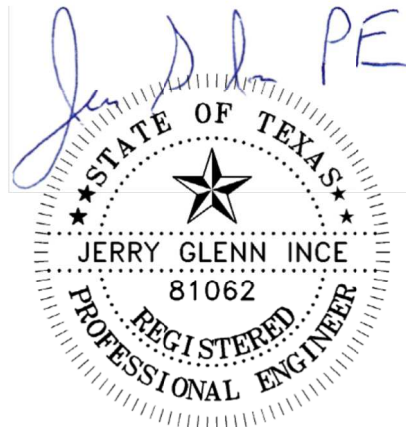
COUNTY				
Atascosa	Bandera	Bexar	Bosque	Brazoria
Brewster	Burnet	Concho	Culberson	Dallam
Dawson	Erath	Fort Bend	Frio	Garza
Gillespie	Gray	Grayson	Harris	Hudspeth
Irion	Jeff Davis	Jim Wells	Kendall	Kent
Kerr	Kleberg	Liberty	Llano	Lubbock
McCulloch	Mason	Matagorda	Medina	Midland
Montgomery	Moore	Parker	Pecos	Polk
Presidio	Refugio	San Jacinto	San Saba	Tarrant
Travis	Tyler	Upton	Val Verde	Victoria
Walker	Washington	Wichita	Williamson	Zavala

DESIGN REPORT  
FOR  
**PUBLIC WATER SYSTEM NO. UNASSIGNED**  
**DAILY PARK 1**  
IN  
Fort Bend County, Texas  
ON BEHALF OF  
**FORT BEND COUNTY PARK  
DEPARTMENT**

BY



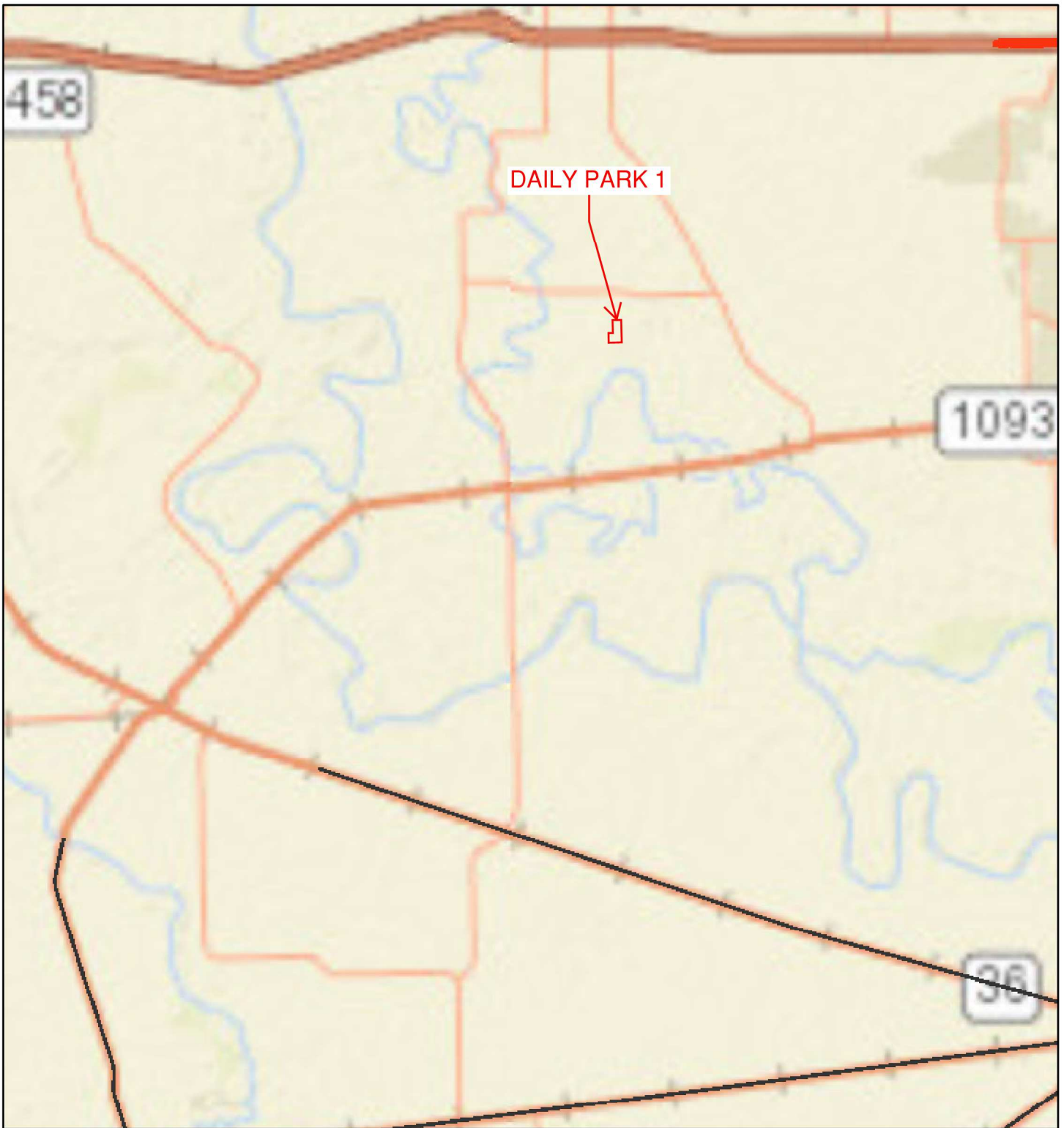
TEXAS REGISTERED ENGINEERING FIRM F-9756  
2500 Tanglewilde, Suite 120  
Houston, Texas 77063  
713.789.1900



4/20/20



## **LOCATION MAPS**

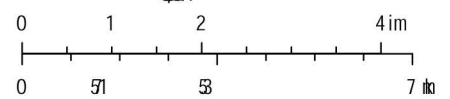


QZAM

yangtsh

yangm

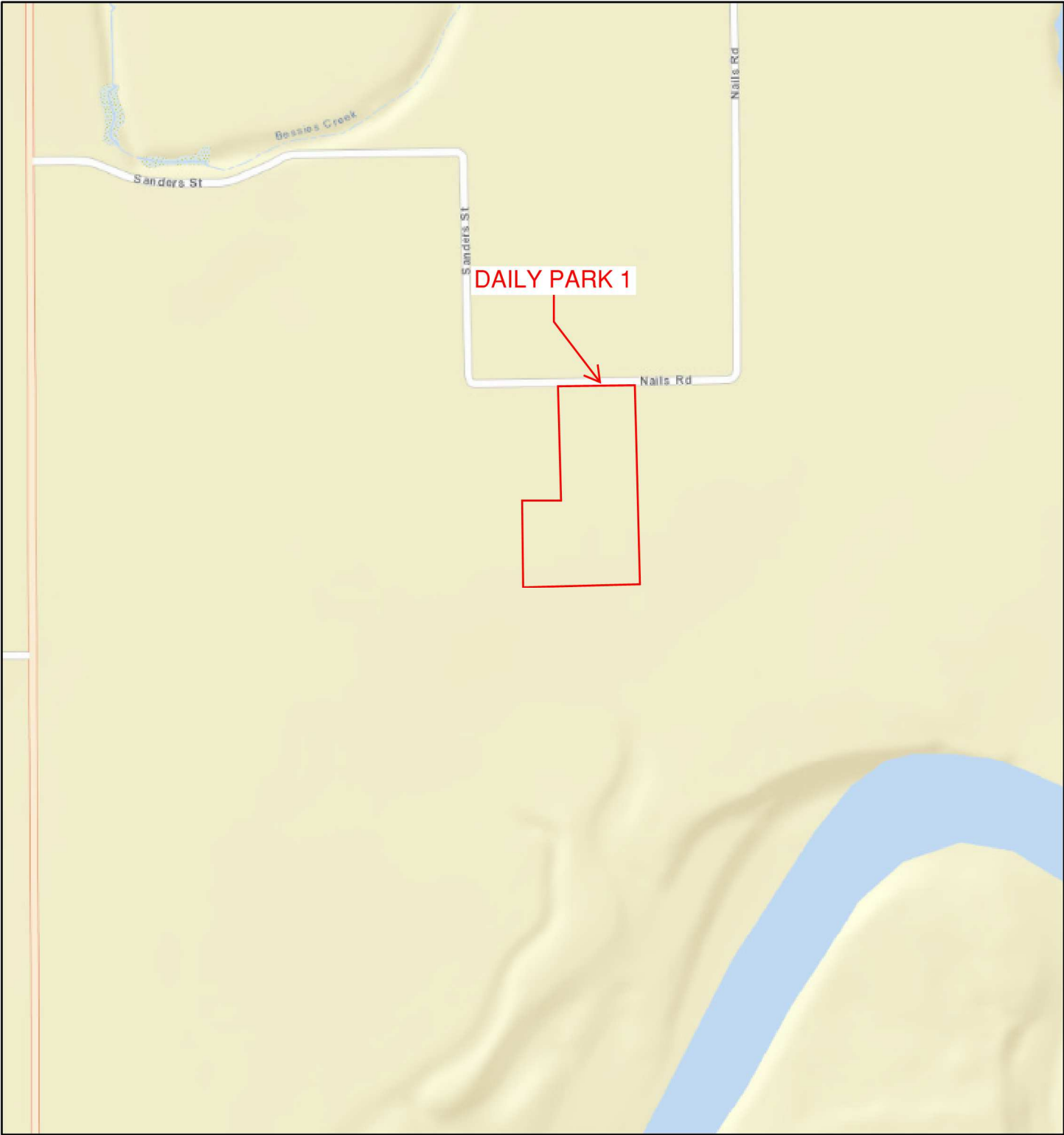
QZ1



SMSUWAHCEHKE

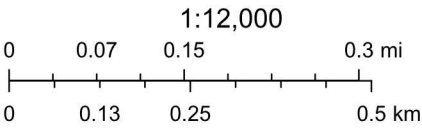


# ArcGIS WebMap



March 24, 2020

- Interstate Highway
- Major Highway




Esri, HERE, Garmin, INCREMENT P, NGA, USGS





# National Flood Hazard Layer FIRMette















## Legend




SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

<b>SPECIAL FLOOD HAZARD AREAS</b>	 Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
-----------------------------------	---

<b>OTHER AREAS OF FLOOD HAZARD</b>	 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X  Future Conditions 1% Annual Chance Flood Hazard Zone X  Area with Reduced Flood Risk due to Levees, See Notes, Zone X  Area with Flood Risk due to Levee Zone D
------------------------------------	--

<b>OTHER AREAS</b>	 Area of Minimal Flood Hazard Zone X  Area of Undetermined Flood Hazard Zone D
<b>GENERAL STRUCTURES</b>	 Channel, Culvert, or Storm Sewer  Levee, Dike, or Floodwall

<b>OTHER FEATURES</b>	 20.2 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation  Coastal Transect  Base Flood Elevation Line (BFE)  Limit of Study  Jurisdiction Boundary  Coastal Transect Baseline  Profile Baseline  Hydrographic Feature
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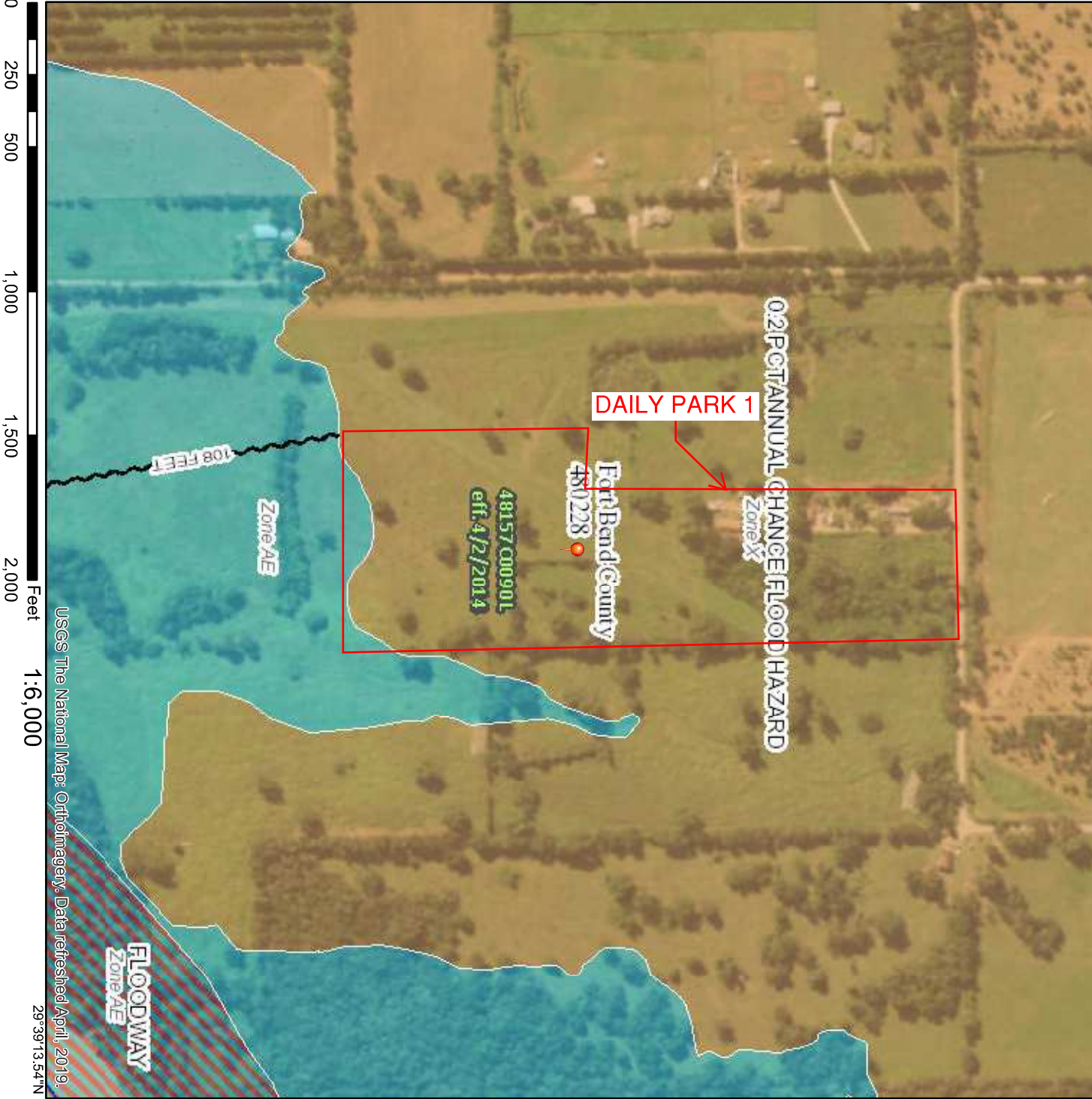
<b>MAP PANELS</b>	 Digital Data Available  No Digital Data Available  Unmapped
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The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/24/2020 at 10:17:23 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.





**WRITTEN RESPONSES FROM WATER UTILITIES  
WITHIN ½ MILE**



April 8, 2020

Utilities Technical Review Team  
Water Supply Division MC-159  
P.O. Box 13087  
Austin, Texas 78711-3087

Re: List of Water Utilities and Copies of Correspondence

Utilities found within 1/2 mile of affected property:

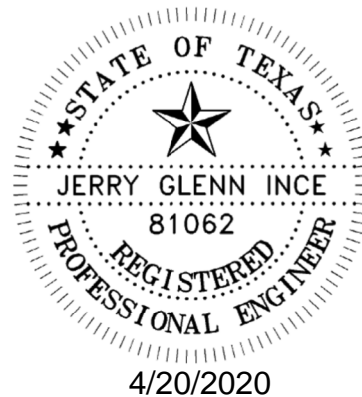
1. Fort Bend County MUD 204

If you find anything deficient please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jerry G. Ince, P.E.", written over a horizontal line.

Jerry G. Ince, P.E.  
Ward, Getz & Associates, PLLC  
Firm #9756





March 30, 2020

Allen Boone Humphries Robinson, LLP  
Fort Bend County MUD 204  
3200 Southwest FWY STE 2600  
Houston, TX 77027-7537

Daily Park 1 is applying with the State of Texas for permission to install a new Public Water Supply for their Recreation Center located at 4026 Nails RD, Simonton, TX 77476.

In order to be in compliance with the Texas Commission on Environmental Quality's regulations for new public water systems, Daily Park 1 must contact all public water utilities within a ½ mile radius to investigate interest/ability to supply the water to them. Your CCN No. 204 was found less than ½ mile from the property.

Please respond to Ward, Getz & Associates, PLLC at the address below to inform us of your ability to supply water to this site by checking the appropriate answer.

☐ **YES**, Fort Bend County MUD 204 can supply 2.5 GPM at this time.  
☐ **NO**, Fort Bend County MUD 204 can NOT supply 2.5 GPM at this time.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Thank you for your participation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Chatman".

Evan Chatman  
Designer



**SENDER: COMPLETE THIS**

- Complete items 1, 2
- Print your name and address so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

- ☐ Agent
- ☐ Addressee

\_\_\_\_ (Printed Name)

C Date of Delivery

4/2/2020

1. Article Addressed to:

ALLEN BOONE HUMPHRIES ROBINSON  
FORT BEND COUNTY MUD 204 LLP  
3200 SW FWY, STE 2600  
HOUSTON, TX 77027

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No



9590 9402 5680 9346 8799 53

2. Article Number (Transfer from service label)

7019 1640 0001 2605 2866

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt



**ENGINEER'S REPORT  
(SPECIFICATIONS, CALCULATIONS)**

**Public Water System No. Unassigned**  
DAILY PARK 1  
March 2020



## SYSTEM CAPACITY CALCULATIONS FOR DAILY PARK 1

### HISTORY

**Daily Park 1**, is a proposed public water system intended to serve a recreation Center. Daily Park 1 will be design to have a capacity to serve 200 people on a daily basis 3 to 5 days out of the week.

### WATER WELL CAPACITY

From TAC 290.45(d)(2)(A)(i) for well capacity:

*A well capacity which meets or exceeds the maximum daily demand*

Recreation Center population = 200

Recreation Center demand =  $200 \times 6 \text{ GPD} = 1,200 \text{ GPD}$

$1,200 \text{ GPD} / 8 \text{ hrs} / 60 \text{ min} = \mathbf{2.5 \text{ gpm}}$

The proposed well is capable of producing 25 gpm. This will exceed TCEQ minimum requirements by 22.5 gpm and allow well capacity for future development.

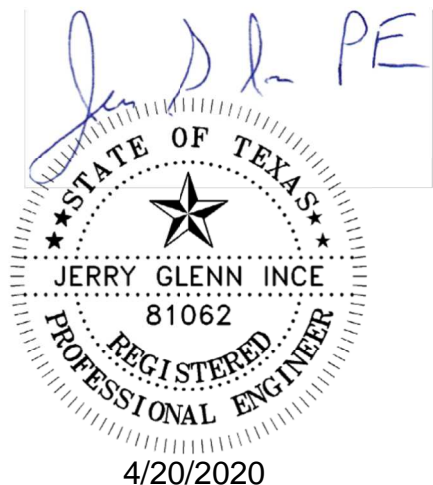
### PRESSURE TANK CAPACITY

From TAC 290.45(d)(2)(A)(ii) for pressure tank capacity

*A minimum pressure tank capacity of 220 gallons with additional capacity, if necessary, based on a sanitary survey conducted by the executive director*

Minimum 220 gallons

The proposed pressure tank will have a capacity of 315 gallons.  
This will exceed TCEQ minimum requirements by 95 gallons.







## CHEMICAL STORAGE TANK CAPACITY

The chemical storage tank will need to be able to store a minimum 15 day volume of disinfectant:

Cl<sub>2</sub> concentration in sodium hypochlorite:

$$\frac{(12.0\%) \times (8.34 \text{ lbs/gal}) \times (1.09)}{100} = 1.091 \text{ Lbs/gal}$$

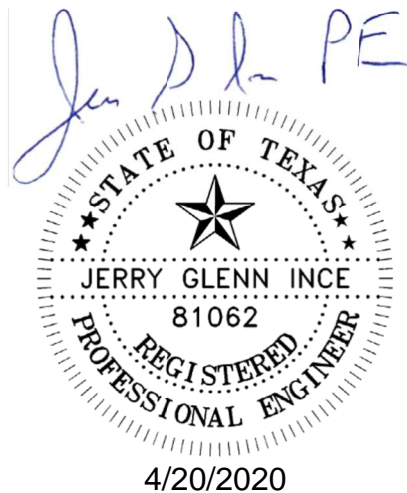
Daily sodium hypochlorite:

$$\frac{(0.0027 \text{ MGD}) \times (2.0 \text{ mg/L}) \times (8.34 \text{ lbs/gal})}{1.091 \text{ Lbs/gal}} = 0.0012 \text{ gal/day}$$

15 day storage capacity:

$$0.0012 \times 15 = 0.018 \text{ gal}$$

The proposed storage tank will have a capacity of 30 gallons. This will exceed TCEQ minimum requirements by 29.98 gallons.





**GENERAL SPECIFICATION  
SECTION 0101  
PUBLIC WATER SUPPLY WELLS**

**GENERAL**

The water well must be constructed in accordance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.

**SANITATION**

The premises, materials, tools, and drilling equipment shall be maintained so as to minimize contamination of the groundwater during drilling operation as described in TAC 290.41(c)(2).

1. Water used in any drilling operation shall be of safe sanitary quality. Water used in the mixing of drilling fluids or mud shall contain a chlorine residual of at least 0.5 milligrams per liter (mg/L).
2. The slush pit shall be constructed and maintained so as to minimize contamination of the drilling mud. The slush pits for drilling purposes shall be located so as not to interfere with the construction of tanks or buildings on the site of the work and the Contractor shall not dig any pits until the location has been approved by the Engineer.
3. No temporary toilet facilities shall be maintained within 150 feet of the well being constructed unless they are of a sealed, leakproof type.
4. Groundwater wells shall be located so that there will be no danger of pollution from flooding or from unsanitary surroundings as described in TAC 290.41(c)(1). No water well shall be located within:
  - 50 feet of a tile or concrete sanitary sewer, sewerage appurtenance, septic tank, storm sewer, livestock, or cemeteries.
  - 150 feet of a septic tank perforated drainfield, areas irrigated by low dosage, low angle spray on-site sewage facilities, absorption bed, evapotranspiration bed, improperly constructed water well, or underground petroleum and chemical storage tank or liquid transmission pipeline
  - 300 feet of a sewage wet well, sewage pumping station, or a drainage ditch which contains industrial waste discharges or the wastes from sewage treatment systems.
  - 500 feet of a sewage treatment plant, animal feed lots, solid waste disposal sites, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent.

**CONSTRUCTION**

The construction of a well to be used as a public water supply source must meet the following conditions.

1. The casing material used in the construction of wells for public use shall be new carbon steel, high strength low alloy steel, stainless steel or plastic. The material shall conform to AWWA standards. The casing shall extend a minimum of 18 inches above the elevation of the finished floor of the pump room or natural ground surface and a minimum of one inch above the sealing block or pump motor foundation block when provided. The casing shall extend at least to the depth of the shallowest water formation to be developed and



deeper, if necessary, in order to eliminate all undesirable water bearing strata. Well construction materials containing more than 0.25% lead are prohibited. TAC 290.41(c)(3)(B).

2. The space between the casing and drill hole shall be sealed by using enough cement under pressure to completely fill and seal the annular space between the casing and the drill hole. The well casing shall be cemented in this manner from the top of the shallowest formation to be developed to the earth's surface. The driller shall utilize a pressure cementation method in accordance with the AWWA Standard for Water Wells (A100-15), Appendix C: Section C.2 (Positive Displacement Exterior Method); Section C.3 (Interior Method Without Plug); Section C.4 (Positive Placement, Interior Method, Drillable Plug); and Section C.5 (Placement Through Float Shoe Attached to Bottom of Casing). TAC 290.41(c)(3)(C).
3. A concrete sealing block extending at least three feet from the well casing in all directions, with a minimum thickness of six inches and sloped to drain away at not less than 0.25 inches per foot shall be provided around the wellhead. TAC 290.41(c)(3)(J).
4. Wellheads and pump bases shall be sealed by a gasket or sealing compound and properly vented to prevent the possibility of contaminating the well water. A well casing vent shall be provided with an opening that is covered with 16 mesh or finer corrosion resistant screen, facing downward, elevated and located so as to minimize the drawing of contaminants into the well. Wellheads and well vents shall be at least two feet above the highest known watermark or 100 year flood elevation, if available or adequately protected from possible flood damage by levees. TAC 290.41(c)(3)(K).
5. The well site shall be fine graded so that the site is free from depressions, reverse grades, or areas too rough for proper ground maintenance so as to ensure that surface water will drain away from the well. In all cases, arrangements shall be made to convey well pump drainage, packing gland leakage, and floor drainage away from the wellhead. Suitable drain pipes located at the outer edge of the concrete floor shall be provided to collect this water and prevent its ponding or collecting around the wellhead. This wastewater shall be disposed of in a manner that will not cause any nuisance from mosquito breeding or stagnation. Drains shall not be directly connected to storm or sanitary sewers. TAC 290.41(c)(3)(I).
6. If a well blow off line is provided, its discharge shall terminate in a downward direction and at a point which will not be submerged by flood waters. TAC 290.41(c)(3)(L).
7. An air release device shall be installed in such a manner as to preclude the possibility of submergence or possible entrance of contaminants. In this respect, all openings to the atmosphere shall be covered with 16 mesh or finer, corrosion resistant screening material or an acceptable equivalent. TAC 290.41(c)(3)(Q).
8. An all-weather access route shall be provided to each well site. TAC 290.41(c)(3)(P).
9. Neat Cement: AWWA A100-15 4.3.7.1.1 standard - A maximum of 6 percent, by dry weight, beneficiated (not enhanced or "high yield") bentonite may be added to the neat cement grout. With bentonite additive, the mixture of cement and water should begin at the base ratio of 5.2 gall (19.7 L) of water per 94-lb (42.6-Kg) sack of cement plus an



additional 0.65 (2.5 L) gal of water per sack of cement for each 1 percent bentonite additive. Note also that the bentonite contribution to the mixture is affected by the mixing protocol, that is, whether the bentonite is mixed dry with the dry cement prior to adding mixing water or instead is added first to the mixing water (prehydrated) prior to the addition of cement. Prehydrated bentonite generates more effect, such that 1 percent of bentonite added first to the mixing water (prehydrated) has the same effect as 3.6 percent of bentonite by dry weight mixed first with the dry cement. The additional gallons of mixing water required (0.65 gal of water for each 1 percent bentonite dry mixed) must be selected with consideration to the different mixing protocols and the relative effect of the bentonite in each protocol.

### **DISINFECTION**

The disinfection of a well to be used as a public water supply source must meet the following conditions.

1. All gravel shall be of selected and graded quality and shall be thoroughly disinfected with a 50 mg/L chlorine solution as it is added to the well cavity. TAC 290.41(c)(3)(D).
2. Upon well completion, or after an existing well has been reworked, the well shall be disinfected in accordance with current AWWA Standard C654-13 or most recent for well disinfection except that the disinfectant shall remain in the well for at least six hours. TAC 290.41(c)(3)(F).

### **SECURITY**

The protection of a well to be used as a public water supply source must meet the following conditions.

1. Safeguards shall be taken to prevent possible contamination of the water or damage by trespassers following the completion of the well and prior to installation of permanent pumping equipment. TAC 290.41(c)(3)(E).
2. All completed well units shall be protected by intruder resistant fences, the gates of which are provided with locks or shall be enclosed in locked, ventilated well houses to exclude possible contamination or damage to the facilities by trespassers. The gates or wellhouses shall be locked during periods of darkness and when the plant is unattended. TAC 290.41(c)(3)(O).

### **TESTING**

The testing of a well to be used as a public water supply source must meet the following conditions.

1. A suitable sampling cock shall be provided on the discharge pipe of each well pump prior to any treatment. TAC 290.41(c)(3)(M).
2. Flow measuring devices shall be provided for each well to measure production yields and provide for the accumulation of water production data. These devices shall be located to facilitate daily reading. TAC 290.41(c)(3)(N).
3. Driller must provide records of 36 hour pump test on the well showing stable production at the well's rated capacity (section 290.41 (c)(3)(A) & (G) of the rules). Include the final well pump capacity in gpm and feet, t.d.h.



4. Driller must provide three bacteriological analysis reports showing raw well water to be free of coliform bacterial contamination; reports must be for samples of raw (untreated) water from the disinfected well, collected on three successive days, and submitted to a laboratory certified or accredited by TCEQ. (Section 290.41 (c)(3)(A) & (G) of the rules.)
5. Driller must provide chemical analysis reports for well water samples showing the water to be acceptable quality for at least, the most problematic contaminants listed below  
(Section 290.41 (c)(3)(A) & (G) of the rules, and Section 290.104 and 290.105 of Drinking Water Standards.) The water quality analysis must be performed by a TCEQ Accredited Laboratory approved to perform each specific test required in accordance with Title 30 Texas Administrative Code (TAC) 25 environmental Testing Laboratory Accreditation and Certification. Maximum contaminant level (MCL) and secondary contaminant level (SCL) units are in mg/l (except arsenic).
6. This well is located in Fort Bend County and all counties on the list fall under the requirement for radionuclide testing as shown on the TCEQ guidance sheet.

**PROJECT DATA**

1. This property falls in FEMA **Zone X** as shown on FIRM 48157C0090L.
  - a. Well casing to extend 24" above the sealing slab.
2. The following well construction materials are estimated:
  - a) Estimated borehole size to be 8.75" in diameter to a depth of 300'
  - b) Casing to be 300' of 5" SDR 17 PVC pipe. (ASTM F480)
  - c) Estimated pressure cement depth is 300 feet.
  - d) Screen to be 20' of 2.5" Slotted PVC screen from 300' – 320'.
  - e) Drop pipe to be 140' or as needed of 2" ASTM D1785 pipe.
  - f) Submersible pump to be 4" Meyers Ranger – SS20-25 – 2-hp or equal.
  - g) Vent screen to be 16 mesh and corrosion resistant.
3. Driller must use Positive Displacement Method (Interior Method) for cementing.
  - a. A completed TCEQ Cementing Certificate Report must be provided to the design engineer upon completion of the well.
  - b. A copy of the completed Texas Department of Licensing and Regulation (TDLR) Well Report (TDLR Form 001WWD / 11-13) must be provided to the design engineer upon completion of the well.
4. No test hole is required for this installation.



**GENERAL SPECIFICATION  
SECTION 0102  
HYDROPNEUMATIC PRESSURE TANKS**

**GENERAL**

These water well facilities must be constructed in accordance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.

1. No more than three pressure tanks shall be installed at any one site without the prior approval of the executive director. TAC 290.43(d)(9).

**TANK CONSTRUCTION**

The design and construction of hydropneumatic pressure tanks to be used in a public water system must meet the following conditions.

1. Hydro-pneumatic tanks must be located wholly above grade and must be of steel construction with welded seams. Seamless fiberglass tanks may be utilized as long as they do not exceed 300 gallons in capacity. TAC 290.43(d).
2. Metal thickness for pressure tanks shall be sufficient to withstand the highest expected working pressures with a four to one factor of safety. Tanks for 1000 gallon capacity or larger must meet the standards of the American Society of Mechanical Engineers (ASME) Section VIII, Division 1 Codes and Construction Regulations and must have an access port of periodic inspections. An ASME name plate must be permanently attached to those tanks. Tanks installed before July 1, 1988, are exempt from the ASME coding requirement, but all new installations must meet this regulation. Exempt tanks can be relocated within a system, but cannot be relocated to another system. TAC 290.43(d)(1).
3. Hydropneumatic pressure tanks shall be painted, disinfected and maintained in strict accordance with current AWWA standards. Protective paint or coating shall be applied to the inside portion of any pressure tank. However, no temporary coating, wax, grease coating or coating materials containing lead will be allowed. No other coating will be allowed which are not approved for use (as a contact surface with potable water by the United States environmental Protection Agency (EPA), National Sanitation Foundation (NSF), The United States Food and Drug Administration (FDA). All newly installed coatings must conform to ANSI/ NSF Standard 61-G and must be certified by an organization accredited by ANSI. TAC 290.43(d)(4).

**APPURTENANCES**

The appurtenances for hydropneumatic pressure tanks to be used in a public water system must meet the following conditions.

1. All pressure tanks shall be provided with a pressure release device and an easily readable pressure gauge. TAC 290.43(d)(2).
2. Facilities shall be provided for maintaining the air-water-volume at the design water level and working pressure. Air injection lines must be equipped with filters or other devices to prevent compressor lubricant and other contaminants from entering the pressure tank. A device to readily determine air-water-volume must be provided for all tanks greater than 1000 gallon capacity. Galvanized tanks which are not provided with the necessary





fittings and were installed before July 1, 1988, shall be exempt from this requirement. TAC 290.43(d)(3).

3. Pressure tank installations should be equipped with slow closing valves and time delay pump controls to eliminate water hammer to reduce the chance of tank failure. TAC 290.43(d)(6).
4. Associated appurtenances including valves pipes and fittings connected to pressure tanks shall be thoroughly tight against leakage. TAC 290.43(d)(7).

#### **SECURITY**

Hydropneumatic pressure tanks to be used in a public water system must meet the following security conditions.

1. All potable water storage tanks and pressure maintenance facilities must be enclosed by an intruder resistant fence with lock-able gates. Pedestal type elevated storage tanks with lock-able doors and without external ladders are exempt from this requirement. The gates and doors must be kept locked whenever the facility is unattended. TAC 290.43(e).
2. No pressure tank that has been used to store any material other than potable water may be used in a public water system. A letter from the previous owner or owners must be provided. TAC 290.43(d)(5).

#### **PROJECT DATA**

1. One tank will be used. A 315-gallon ASME hydropneumatic pressure tank Model # PZ-315 as manufactured by Perma Tank.
2. Tanks shall be equipped with all nozzles as shown on drawings for drains, inlets, outlets, and valves.
3. Coatings shall meet all applicable AWWA standards.
4. Finished water storage structures shall be disinfected in accordance with current AWWA Standards c652, most current revision. Two or more successive sets of samples, taken at 24-hour intervals, shall indicate microbiologically satisfactory water before the facility is placed into operation.
  - b. Disposal of heavily chlorinated water from the tank disinfection process shall be in accordance with the requirements of the state pollution control authority.
  - c. The disinfection procedure (AWWA C652 Chlorination method 3, section 4.3) which allows use of the chlorinated water held in the storage tank for disinfection purposes is not recommended. When that procedure is used, it is recommended that the initial heavily chlorinated water be properly disposed in order to prevent release of water which may contain various chlorinated organic compounds into the distribution system.



**GENERAL SPECIFICATION  
SECTION 0104  
PUBLIC WATER SUPPLY DISTRIBUTION SYSTEM**

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. Construction for public water systems must always, at a minimum, meet TCEQ's "Rules and Regulations for Public Water Systems.
2. An appointed engineer shall notify in writing the local TCEQ's Regional Office when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner shall notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61-G and must be certified by an organization accredited by ANSI, as required by 30 TAC §290.44(a)(1).
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF pw-G) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less, as required by 30 TAC §290.44(a)(2).
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply, as required by 30 TAC §290.44(a)(3).
6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface, as required by 30 TAC §290.44(a)(4).
7. Pursuant to 30 TAC §290.44(a)(5), the hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe. Include the formulas in the notes on the plans.
  - o The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$Q = \frac{LD\sqrt{P}}{148,000}$$





Where:

- Q = the quantity of makeup water in gallons per hour,
  - L = the length of the pipe section being tested, in feet,
  - D = the nominal diameter of the pipe in inches, and
  - P = the average test pressure during the hydrostatic test in pounds per square inch (psi).
- o The hydrostatic leakage rate for ductile iron (DI) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-600 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use

$$L = \frac{SD\sqrt{P}}{148,000}$$

Where:

- L = the quantity of makeup water in gallons per hour,
  - S = the length of the pipe section being tested, in feet,
  - D = the nominal diameter of the pipe in inches, and
  - P = the average test pressure during the hydrostatic test in pounds per square inch (psi).
8. Projects constructed on or after January 4, 2014 must comply with changes to the Safe Drinking Water Act that reduce the maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures to 0.25 percent.
9. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide firefighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required by 30 TAC §290.44(d).
10. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent as required by 30 TAC §290.44(d)(1).
11. Pursuant to 30 TAC §290.44(d)(4), accurate water meters shall be provided. Service connections and meter locations should be shown on the plans.
12. Pursuant to 30 TAC §290.44(d)(5), sufficient valves and blowoffs to make repairs. The engineering report shall establish criteria for this design.
13. Pursuant to 30 TAC §290.44(d)(6), the system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided



with acceptable flush valves and discharge piping. All dead-end lines less than two inches in diameter will not require flush valves if they end at a customer service. Where dead ends are necessary as a stage in the growth of the system, they shall be located and arranged to ultimately connect the ends to provide circulation.

14. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet 30 TAC §290.44(e)(1-4) of the current rules.
15. Pursuant to 30 TAC §290.44(e)(5), the separation distance from a potable waterline to a wastewater main or lateral manhole or cleanout shall be a minimum of nine feet. Where the nine-foot separation distance cannot be achieved, the potable waterline shall be encased in a joint of at least 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at five-foot intervals with spacers or be filled to the springline with washed sand. The encasement pipe shall be centered on the crossing and both ends sealed with cement grout or manufactured sealant.
16. Pursuant to 30 TAC §290.44(e)(6), fire hydrants shall not be installed within nine feet vertically or horizontally of any wastewater line, wastewater lateral, or wastewater service line regardless of construction.
17. Pursuant to 30 TAC §290.44(e)(7), suction mains to pumping equipment shall not cross wastewater mains, wastewater laterals, or wastewater service lines. Raw water supply lines shall not be installed within five feet of any tile or concrete wastewater main, wastewater lateral, or wastewater service line.
18. Pursuant to 30 TAC §290.44(e)(8), waterlines shall not be installed closer than ten feet to septic tank drainfields.
19. Pursuant to 30 TAC §290.44(f)(1), the contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.
20. Pursuant to 30 TAC §290.44(f)(2), when waterlines are laid under any flowing or intermittent stream or semi-permanent body of water the water main shall be installed in a separate watertight pipe encasement. Valves must be provided on each side of the crossing with facilities to allow the underwater portion of the system to be isolated and tested.
21. The contractor shall disinfect the new water mains in accordance with AWWA Standard C-651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample



for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer, in accordance with 30 TAC §290.44(f)(3).

22. Where cement stabilized sand bedding is required, the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume. At least 2.5 bags of cement per cubic yard mixture. The cement stabilized sand bedding shall be a minimum for six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction. In accordance with TAC 290.44 (v) (4) (B) (vi)

#### **Water Pipe Distribution Specifications**

1. We will use 1,235 feet of 3" ASTM D1784 PVC (SCH 40) pipe.



**GENERAL SPECIFICATION  
SECTION 0106  
CHEMICAL STORAGE TANKS AND PERISTALTIC PULSE PUMPS**

**GENERAL**

Hypochlorination solution containers and pumps must be housed in a secure enclosure to protect them from adverse weather conditions and vandalism. The solution container top must be completely covered to prevent the entrance of dust, insects, and other contaminants. 30 TAC §290.42(e)(5)

1. Disinfection equipment shall be selected and installed so that continuous and effective disinfection can be secured under all conditions. 30 TAC §290.42(e)(3)
2. Disinfection equipment shall have a capacity at least 50% greater than the highest expected dosage to be applied at any time. It shall be capable of satisfactory operation under every prevailing hydraulic condition. 30 TAC §290.42(e)(3)(A)
3. Automatic proportioning of the disinfectant dosage to the flow rate of the water being treated shall be provided at plants where the treatment rate varies automatically and at all plants where the treatment rate varies more than 50% above or below the average flow. Manual control shall be permissible at surface water treatment plants or plants treating groundwater under the direct influence of surface water only if an operator is always on hand to make adjustments promptly. 30 TAC §290.42(e)(3)(B)
4. Facilities shall be provided for determining the amount of disinfectant used daily as well as the amount of disinfectant remaining for use. 30 TAC §290.42(e)(3)(D)
5. When used, solutions of calcium hypochlorite shall be prepared in a separate mixing tank and allowed to settle so that only a clear supernatant liquid is transferred to the hypochlorinator container. 30 TAC §290.42(e)(3)(E)
6. Provisions shall be made for both pretreatment disinfection and post-disinfection in all surface water treatment plants. Additional application points shall be installed if they are required to adequately control the quality of the treated water. 30 TAC §290.42(e)(3)(F)

**SAFETY**

Safety equipment for all chemicals used in water treatment shall meet applicable standards established by the OSHA or Texas Hazard Communication Act, Texas Health and Safety Code, Title 6, Chapter 502. Systems must comply with United States Environmental Protection Agency (EPA) requirements for Risk Management Plans.

**SECURITY**

Each water treatment plant and all appurtenances thereof shall be enclosed by an intruder-resistant fence. The gates shall be locked during periods of darkness and when the plant is unattended. A locked building in the fence line may satisfy this requirement or serve as a gate.



**PROJECT DATA**

1. Liquid sodium hypochlorite will be used for this system to chemical disinfection of the raw water supply. The sodium hypochlorite shall be stored in a 30-gallon polyethylene bulk storage tank, model no. STS30GC as manufactured by Stenner Pump Company or equal. Spill containment is not required for storage tanks smaller than 55 gallons.
2. Disinfectant shall be delivered by an adjustable output peristaltic pulse pump with a capacity of 0.05 to 5.0 gpd, model no. 45MHP2 as manufactured by Stenner Pump Company or equal.



## **SUBMERSIBLE WELL PUMP**

### THE RANGER™

The Ranger™ Series 4" high-flow submersible pumps are perfect for applications requiring a large volume of water. Stainless steel components and high-density composite resin impellers provide exceptional resistance to corrosion in harsh water conditions. The high-torque motor and superior pump hydraulics are carefully matched to handle virtually any job.

#### APPLICATIONS

Water systems... irrigation, industrial, commercial, multiple housing and farm clean water use

#### SPECIFICATIONS

- Shell – 304 Stainless Steel
- Discharge – 304 Stainless Steel
- Discharge Bearing – Buna-N
- Impellers – Noryl®
- Diffusers – Noryl
- Suction Caps – Noryl
- Shaft and Coupling – 304 Stainless Steel
- Intake – 304 Stainless Steel
- Intake Screen – 304 Stainless Steel
- Cable Guard – 304 Stainless Steel
- Check Valve – Polyester Teflon®
- Fasteners – 304 Stainless Steel

#### FEATURES

##### Turn Up the Volume

High-flow capacities to 100 GPM make the Ranger 4" sub the easy choice for the really big jobs

##### More Stainless Steel

Shell, discharge and suction bowl, shaft and coupling, lead guard and suction screen – all lead-free

##### Staged for Toughness

Specially designed, high-density thermoplastic impellers resist the corrosive wear from harsh water conditions

##### High-powered Performance

Features a high-torque, heavy-duty motor for the most demanding applications



Noryl® is a registered trademark of the General Electric Company. Nylatron® is a registered trademark of The Polymer Corporation. Teflon® is a registered trademark of Dupont. Ranger™ is a trademark of Pentair Water.

### ORDERING INFORMATION - PUMP

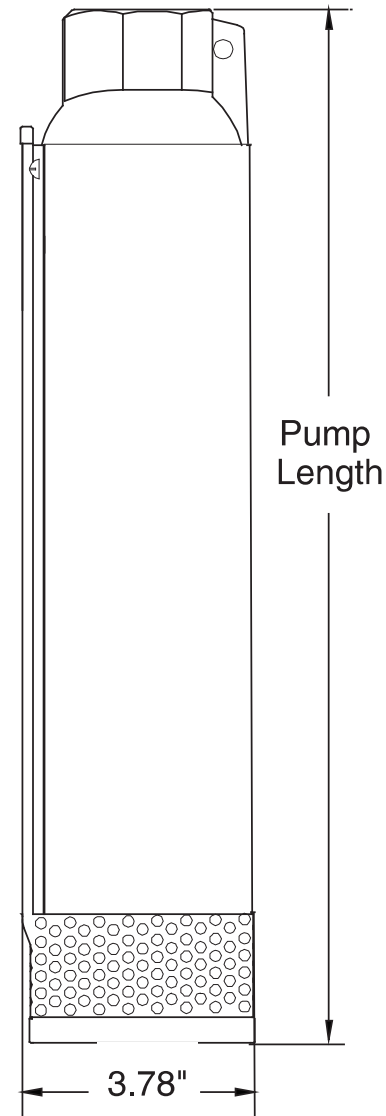
GPM	HP	Stages	Assembled Pump		
			Catalog Number	Length Inches*	Weight Pounds*
25	1	7	SS10-25	18	12
	1-1/2	9	SS15-25	21	14
	2	11	SS20-25	24	15
	3	15	SS30-25	30	19
	5	25	SS50-25	48	27
	7-1/2	37	SS75-25	67	55
35	1	4	SS10-35	15	10
	1-1/2	6	SS15-35	18	12
	2	8	SS20-35	22	14
	3	11	SS30-35	28	17
	5	18	SS50-35	43	24
	7-1/2	28	SS75-35	62	52
	10	37	SS100-35	75	63
50	1-1/2	6	SS15-50	21	14
	2	7	SS20-50	23	15
	3	10	SS30-50	31	19
	5	16	SS50-50	48	27
	7-1/2	25	SS75-50	70	59
	10	32	SS100-50	84	68
80	2	6	SS20-80	29	16
	3	9	SS30-80	39	20
	5	14	SS50-80	59	45
	7-1/2	22	SS75-80	66	59
	10	27	SS100-80	100	69

### MOTOR / CONTROL BOX

HP	No. of Wires	Volts	PH	PENTEK® Motor			PENTEK Control Box Catalog Number
				Catalog Number	Length Inches*	Weight Pounds*	
1	2	230	1	P42B0010A2	12	22	
	3	230	1	P43B0010A2	12	22	SMC-CR1021
1-1/2	2	230	1	P42B0015A2	15	30	
	3	230	1	P43B0015A2	14	27	SMC-CR1521
		230	3	P43B0015A3	13	23	SMC-CR1521
2	3	230	1	P43B0020A2	15	29	SMC-CR2021
		230	3	P43B0020A3	14	27	SMC-CR2021
3	3	230	1	P43B0030A2	24	49	SMC-CR3021
		230	3	P43B0030A3	21	40	SMC-CR3021
5	3	230	1	P43B0050A2	30	66	SMC-CR5021
		230	3	P43B0050A3	24	50	SMC-CR5021
7-1/2	3	230	3	P43B0075A3	30	66	SMC-CR7521

\*Length and weight are approximate.

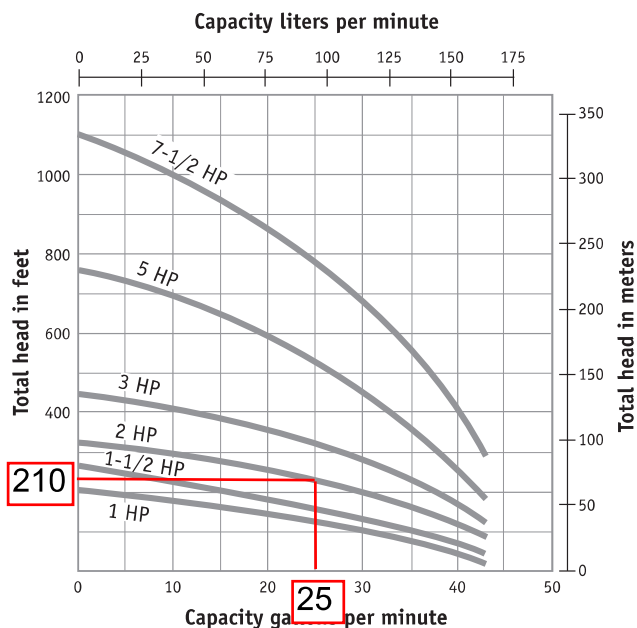
### OUTLINE DIMENSIONS



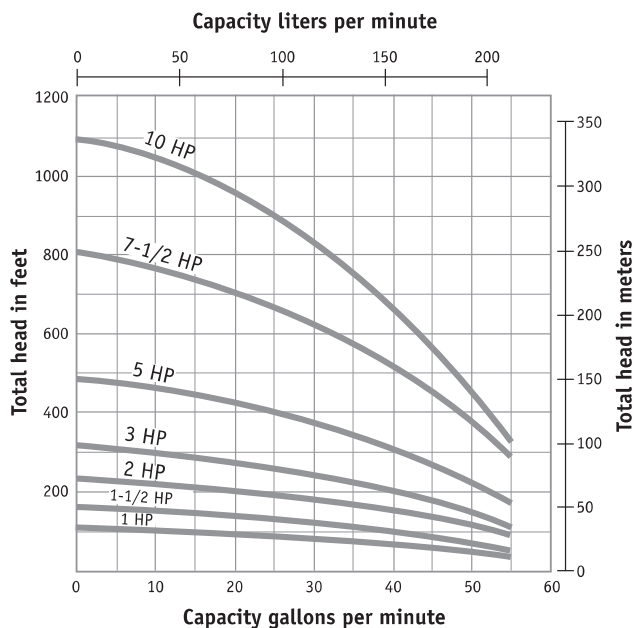


138' = 60 PSI  
50' = STATIC WATER LEVEL  
0' = DRAWDOWN  
210' = TOTAL

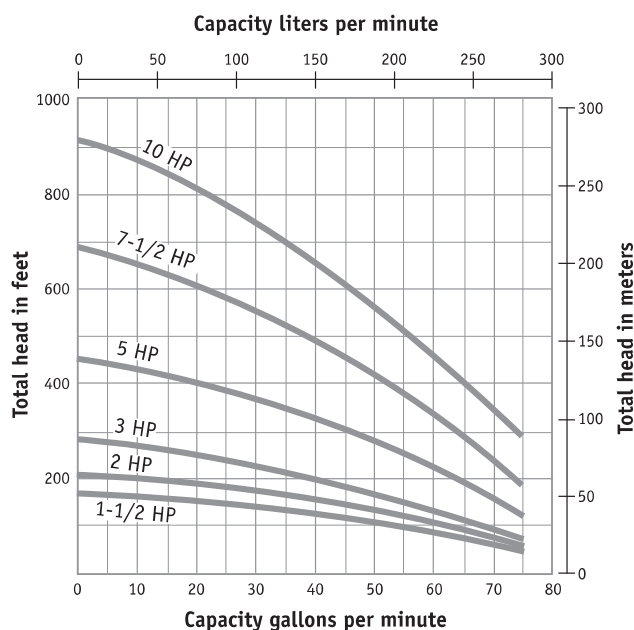
### PUMP PERFORMANCE - 25 GPM



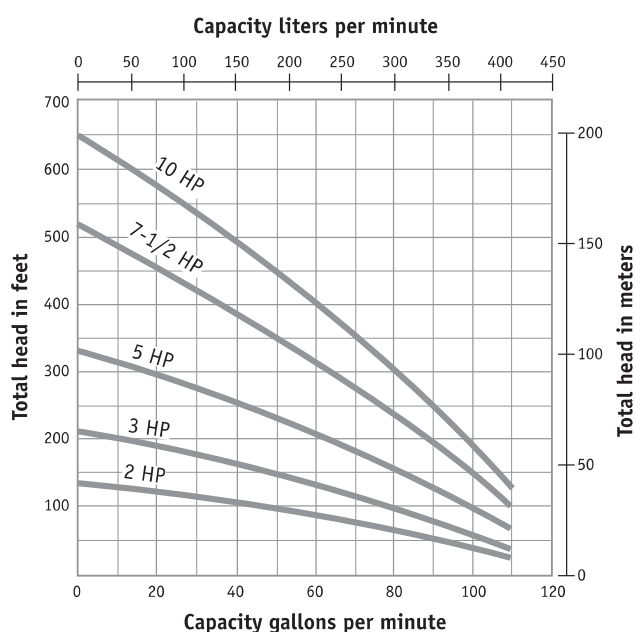
### PUMP PERFORMANCE - 35 GPM



### PUMP PERFORMANCE - 50 GPM



### PUMP PERFORMANCE - 80 GPM



### PUMP PERFORMANCE

HP	Catalog Number	Tank Pressure	Pumping Depth in Feet																											
			0	20	40	60	80	100	120	140	160	180	200	250	300	350	400	450	500	550	600	650	700	750	800	850				
25 GALLONS PER MINUTE																														
1	SS10-25	20/40 30/50	35 30	31 28	27 22	22 17	18 12	11																						
1-1/2	SS15-25	20/40 30/50	36	33	33 30	30 27	27 23	23 20	20 15	15																				
2	SS20-25	20/40 30/50			38	36	36 33	33 31	31 27	28 24	25 20	21 16	17																	
3	SS30-25	20/40 30/50							36	34	32	33 30	30 28	25 22	18 15															
5	SS50-25	20/40 30/50											38	37 36	34 33	31 30	28 27	25 24	22 21	18 16	13									
7-1/2	SS75-25	20/40 30/50														39	37	36	34 34	32 32	30 29	28 27	26 24	23 22	19 18	16 15				
35 GALLONS PER MINUTE																														
1	SS10-35	20/40 30/50	37 25	25																										
1-1/2	SS15-35	20/40 30/50	49 42	43 34	35 26	28 15																								
2	SS20-35	20/40 30/50		50	50 46	46 40	41 33	35 26	27 16																					
3	SS30-35	20/40 30/50				49	49 45	46 42	42 37	38 33	33 26	27 21	15																	
5	SS50-35	20/40 30/50								49	49 47	47 45	45 43	39 36	32 28	23 18														
7-1/2	SS75-35	20/40 30/50													50 49	47 46	44 43	40 38	36 34	32 30	27 24	16								
10	SS100-35	20/40 30/50														51 49	49 48	48 47	46 45	43 42	40 39	38 37	35 34	32 30	29 27	25 23				
50 GALLONS PER MINUTE																														
1-1/2	SS15-50	20/40 30/50	65 55	56 45	46 34	37 20																								
2	SS20-50	20/40 30/50	70 64	63 55	56 47	47 40	40 29	30																						
3	SS30-50	20/40 30/50		70 64	64 60	60 55	55 49	50 44	44 35	36 29																				
5	SS50-50	20/40 30/50				72 70	70 66	67 64	64 60	61 57	57 54	54 50	51 46	41 36	30 23															
7-1/2	SS75-50	20/40 30/50									70 67	67 65	65 63	60 58	55 53	49 46	43 40	35 32												
10	SS100-50	20/40 30/50												68 67	65 63	61 59	58 56	53 51	48 46	44 42	39 37	33 30								
80 GALLONS PER MINUTE																														
2	SS20-80	20/40 30/50	75 58	56 40	40																									
3	SS30-80	20/40 30/50	93 81	81 71	72 60	60 48	50 37																							
5	SS50-80	20/40 30/50		101 94	94 88	87 80	80 72	72 62	63 58	57 50	49 40	40																		
7-1/2	SS75-80	20/40 30/50			104	104 100	100 96	96 90	91 87	87 82	82 78	77 72	72 67	60 52	45 39															
10	SS100-80	20/40 30/50						104 101	97 95	95 93	93 90	89 86	84 81	72 70	68 65	58 55														



## **SANITARY SURVEY**

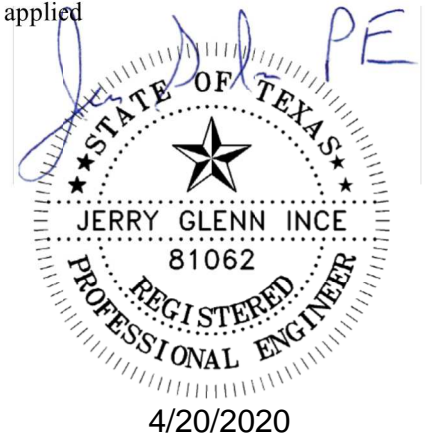


**SANITARY SURVEY  
FOR  
STRAIGHT WALL WATER WELL  
DAILY PARK 1, FORT BEND COUNTY, TX**

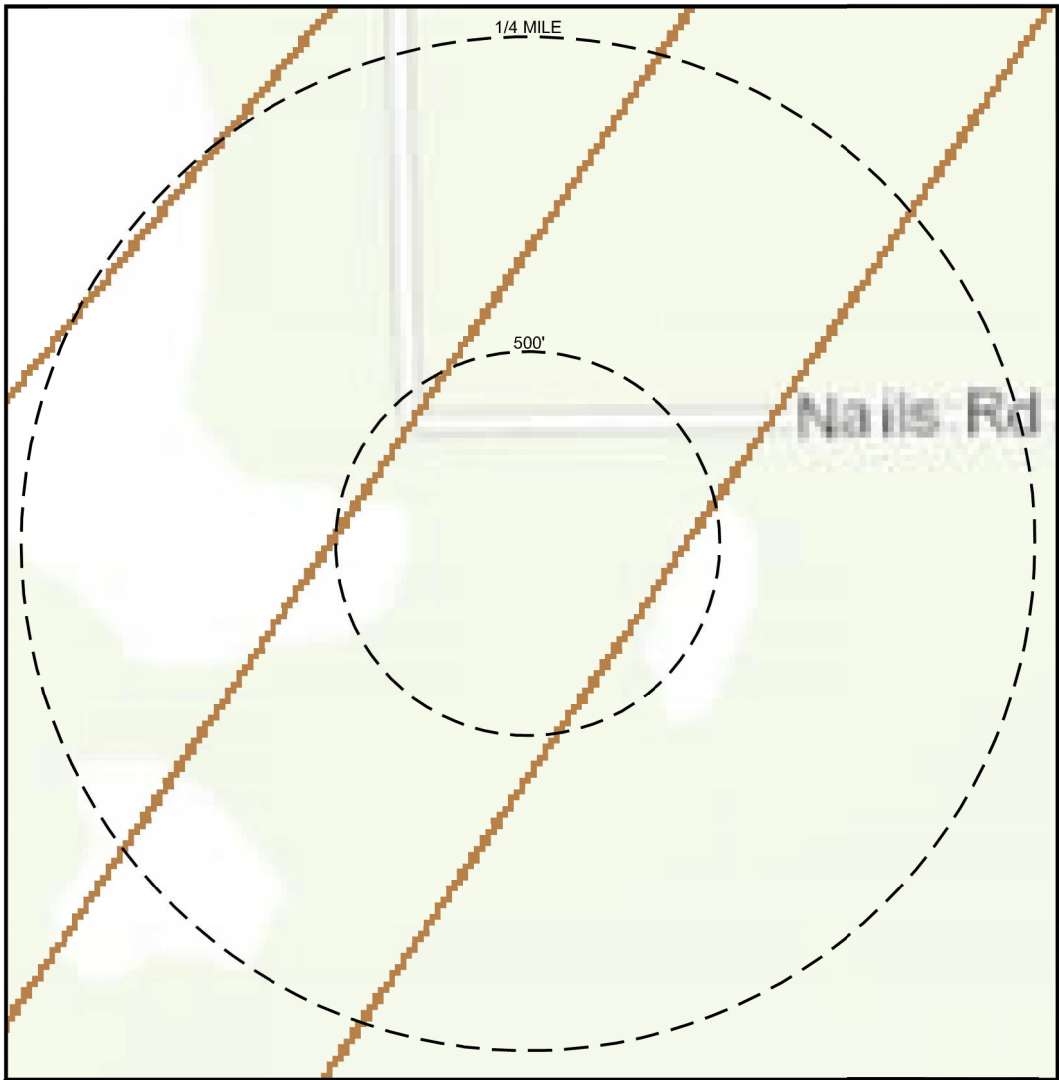
The following is based on the engineer's personal observation of the site and is true to the extent of his knowledge gained by a visual inspection of the site.

- |                      |   |
|----------------------|---|
| <b>Within 50'</b>    | No Tile or concrete sanitary sewers<br>No Sewerage appurtenances<br>No Septic tanks or other tanks used to hold or treat sewage<br>No Storm sewers<br>No Cemeteries.<br>No Livestock or feedlots  |
| <b>Within 150'</b>   | No septic tank perforated drain fields<br>No Areas irrigated by low dosage, low angle spray on-site sewage facilities<br>No Absorption beds<br>No Evapotranspiration beds<br>No Improperly constructed water wells<br>No Underground petroleum or chemical storage tanks<br>No Liquid petroleum transmission pipelines.<br>No Landfill and dump sites<br>No Military and Industrial facilities<br>No sewage-wet wells<br>No Sewage pumping stations<br>No Ditches containing industrial waste discharges or the waste from sewage treatment systems.<br>No sewage treatment plants<br>No Animal feed lots<br>No Lands on which sewage plant or septic tank sludge is applied<br>No Lands irrigated by sewage plant effluent, nor solid waste disposal sites |
| <b>Within 300'</b>   | No sewage-wet wells<br>No Sewage pumping stations<br>No Ditches containing industrial waste discharges or the waste from sewage treatment systems.  |
| <b>Within 500'</b>   | No sewage treatment plants<br>No Animal feed lots<br>No Lands on which sewage plant or septic tank sludge is applied<br>No Lands irrigated by sewage plant effluent, nor solid waste disposal sites.  |
| <b>Within ¼ mile</b> | The following abandoned or inoperable wells and potential pollutant hazards have been identified.   |

1. Natural Gas Transmission Pipe Line is located approximately 300' away.
2. Natural Gas Transmission Pipe Line is located approximately 450' away.



Z:\40009 (RS)\262 - Abe & Lizzie Daily Park\CAD\New Water Well Civil\Set.dwg, EX-SANSURVEY, 4/20/2020 8:23:19 AM  
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THE FOLLOWING IS BASED ON AERIAL IMAGERY AND DATABASE RESEARCH CONDUCTED UNDER THE SUPERVISION OF THE ENGINEER AND IS TRUE TO THE EXTENT OF HIS KNOWLEDGE GAINED BY A VISUAL INSPECTION OF THESE RESOURCES.

- WITHIN 50'

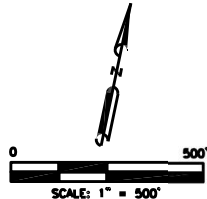
No tile or concrete sanitary sewers  
No sewerage appurtenances  
No septic tanks or other tanks used to hold or treat sewage  
No storm sewers  
No cemeteries.  
No livestock or feedlots
- WITHIN 150'

No septic tank perforated drain fields  
No areas irrigated by low dosage, low angle spray on-site sewage facilities  
No absorption beds  
No evapotranspiration beds  
No improperly constructed water wells  
No underground petroleum or chemical storage tanks  
No liquid petroleum transmission pipelines.  
No landfill and dump sites  
No military and industrial facilities  
No sewage-wet wells  
No sewage pumping stations  
No ditches containing industrial waste discharges or the waste from sewage treatment systems.  
No sewage treatment plants  
No animal feed lots  
No lands on which sewage plant or septic tank sludge is applied  
No lands irrigated by sewage plant effluent, nor solid waste disposal sites
- WITHIN 300'

No sewage-wet wells  
No sewage pumping stations  
No ditches containing industrial waste discharges or the waste from sewage treatment systems.
- WITHIN 500'

No sewage treatment plants  
No animal feed lots  
No lands on which sewage plant or septic tank sludge is applied  
No lands irrigated by sewage plant effluent, nor solid waste disposal sites.
- WITHIN 1/4 MILE

Natural gas transmission pipe line was located approximately 300' away.  
Natural gas transmission pipe line was located approximately 450' away.  
Natural gas transmission pipe line was located approximately 1,324' away.

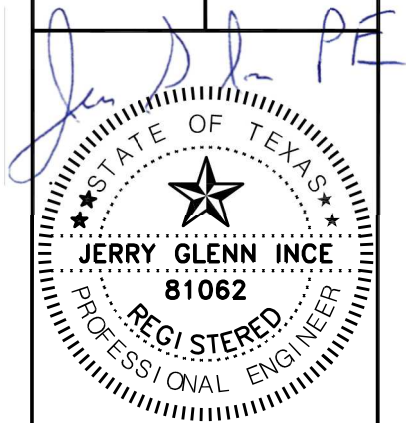


W|G|A

WARD, GETZ & ASSOCIATES, LLP  
CONSULTING ENGINEERS  
TEXAS FIRM REGISTRATION No. 9756  
2500 Tanglewilde, Suite 301  
Houston, Texas 77063  
713.789.1900

DAILY PARK 1  
PWS NO. UNASSIGNED  
FORT BEND COUNTY, TX

SANITARY SURVEY



4/20/2020

DESIGN: JGI

DRAWN: EDC



## **WARRANTY DEED**

**Public Water System No. Unassigned**  
DAILY PARK 1  
March 2020



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

### DONATION DEED

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

§

THAT Dr. Harold I. Daily and Mrs. Joyce Faith Daily, both residents of the state of Texas (herein Grantor), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has DONATED, and by these presents does GRANT, GIVE AND CONVEY unto **FORT BEND COUNTY, TEXAS** ("Grantee"), a body corporate and politic under the laws of the State of Texas and unto its successors, and assigns, forever, a certain tract of land, containing 68.937 acres, as more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the "Property").

This Donation Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

PROVIDED, HOWEVER, that the Property shall be used as a public park or nature reserve or for other public recreational purpose and that GRANTEE shall dedicate and name the property, "Abe and Lizzie Daily Park", in memory of Mr. Abe Daily and Mrs. Lizzie Daily, beloved parents of Dr. Harold I. Daily; and GRANTEE shall erect a permanent sign at the entrance of the property with those words to acknowledge and recognize this dedication for all future generations; and



GRANTEE shall install a plaque at this entrance which shall read:

Harold and Joyce Daily along with their daughter, Laura, donate this tract of land to Fort Bend County to be used as a public park on [date of dedication].

This gift is to honor Dr. Daily's parents, Abe and Lizzie Daily, who lived and enjoyed their adult lives in Simonton, Texas.

AND PROVIDED, that if the Property ceases to be used as a public park or nature reserve, or for any other public recreational purpose then the GRANTOR his or her heirs, successors and assigns, are hereby entitled to a right to re-enter the Property, and, upon exercise of such re-entry, all right, title, and interest of GRANTEE in the Property shall cease and revert immediately to GRANTOR, his heirs, successors and assigns.

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee's address is 301 Jackson Street, Richmond, Texas 77469.

*{Execution Page Follows}  
{Remainder Intentionally Left Blank}*





## **SITE PLAN & DRAWINGS**

CONSTRUCTION DESIGN  
OF  
FOR  
DAILY PARK 1  
ON BEHALF OF  
FORT BEND COUNTY PARKS  
IN  
FORT BEND COUNTY, TEXAS

PUBLIC WATER SYSTEM NO. UNASSIGNED

DRAWING INDEX

W-C0.1 COVER SHEET & INDEX  
W-C0.2 GENERAL NOTES

LAYOUTS

W-C1.0 PROPERTY BOUNDARIES OVERVIEW  
W-C1.1 WATER SYSTEM OVERVIEW

DETAILS

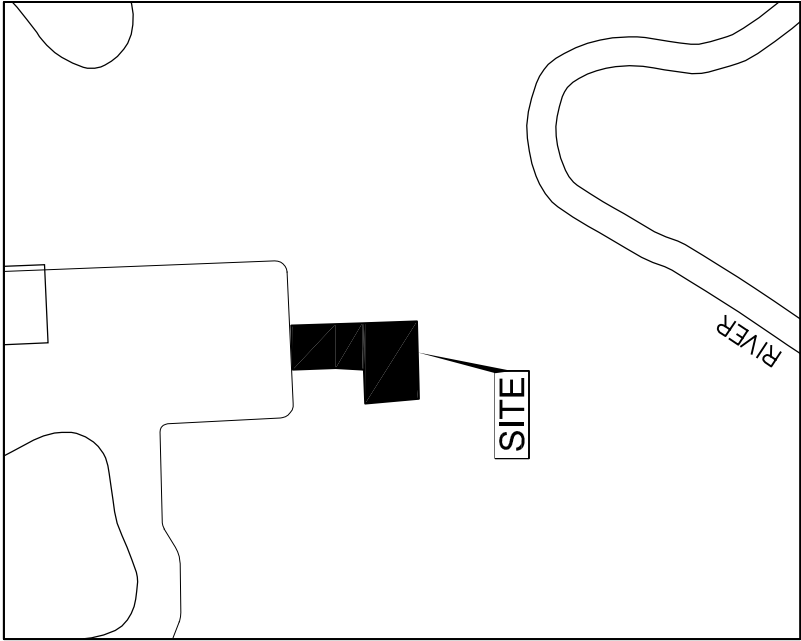
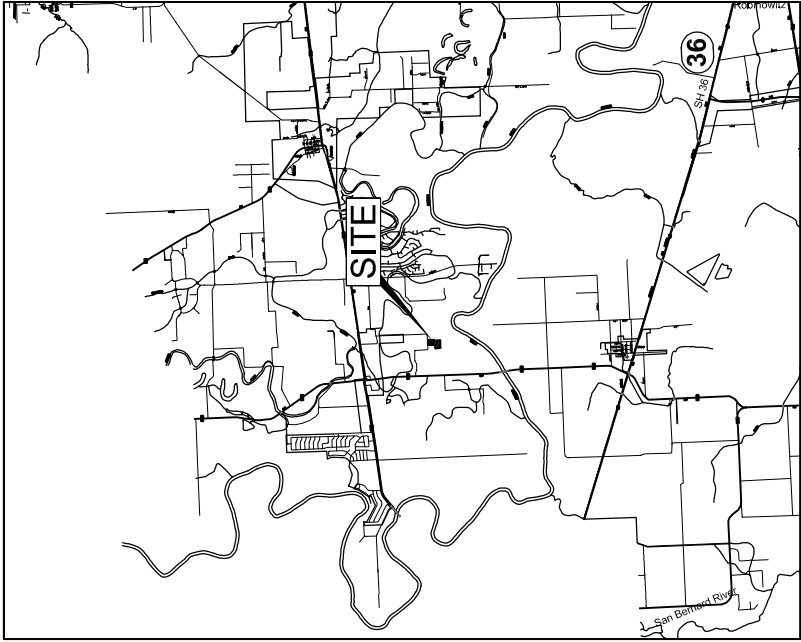
W-C2.0 WATER WELL DESIGN & MISCELLANEOUS DETAILS

GENERAL NOTES:

The contractor is responsible for calling the Texas One Call system before digging.

The contractor shall verify pipe materials at tie-ins and use appropriate materials to ensure no service disconnect.

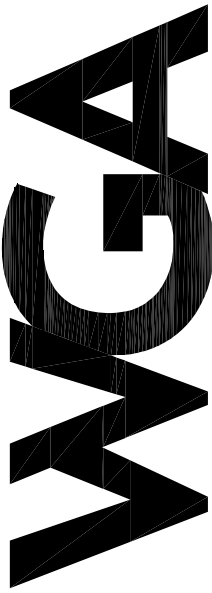
Ward, Getz & Associates, PLLC does not design electrical systems or foundations.



Jerry Glenn Ince  
PE



4/20/20



CONSULTING ENGINEERS

TEXAS REGISTERED ENGINEERING FIRM F-9756  
2500 Tanglewilde, Suite 120  
Houston, Texas 77063  
713.789.1900

APRIL 2020

WGA PROJECT No. 40009-276

WATER WELLS

1. These water well facilities must be constructed in accordance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.

2. The premises, materials, tools, and drilling equipment shall be maintained so as to minimize contamination of the groundwater during drilling operation.

3. Water used in any drilling operation shall be of safe sanitary quality. Water used in the mixing of drilling fluids or mud shall contain a chlorine residual of at least 0.5 milligrams per liter (mg/L).

4. The slush pit shall be constructed and maintained so as to minimize contamination of the drilling mud.

5. No temporary toilet facilities shall be maintained within 150 feet of the well being constructed unless they are of a sealed, leakproof type.

6. The construction, disinfection, protection, and testing of a well to be used as a public water supply source must meet the following conditions.

6.1. The casing material used in the construction of wells for public use shall be new carbon steel, high strength low alloy steel, stainless steel or plastic. The material shall conform to AWWA standards. The casing shall extend a minimum of 18 inches above the elevation of the finished floor of the pump room or natural ground surface and a minimum of one inch above the sealing block or pump motor foundation block when provided. The casing shall extend at least to the depth of the shallowest water formation to be developed and deeper, if necessary, in order to eliminate all undesirable water bearing strata. Well construction materials containing more than 0.25% lead are prohibited.

6.2. The space between the casing and drill hole shall be sealed by using enough cement under pressure to completely fill and seal the annular space between the casing and the drill hole. The well casing shall be cemented in this manner from the top of the shallowest formation to the developed to the earth's surface. The facilities by trespassers. The gates or wellhouses shall be locked during periods of darkness and when the plant is unattended.

14. An all weather access shall be provided to each well site.

15. An air release device shall be installed in such a manner as to preclude the possibility of submergence or possible entrance of contaminants. In this respect, all openings to the atmosphere shall be covered with 16 mesh or finer, corrosion resistant screening material or an acceptable equivalent.
7. The well site shall be fine graded so that the site is free from depressions, reverse grades, or areas too rough for proper ground maintenance so as to ensure that surface water will drain away from the well. In all cases, arrangements shall be made to convey well pump drainage, packing gland leakage, and floor drainage away from the wellhead. Suitable drain pipes located at the outer edge of the concrete floor shall be provided to collect this water and prevent its ponding or collecting around the wellhead. This wastewater shall be disposed of in a manner that will not cause any nuisance from mosquito breeding or stagnation. Drains shall not be directly connected to storm or sanitary sewers.

8. A concrete sealing block extending at least three feet from the well casing in all directions, with a minimum thickness of six inches and sloped to drain away at not less than 0.25 inches per foot shall be provided around the wellhead.

Wellheads and pump bases shall be sealed by a gasket or sealing compound and properly vented to prevent the possibility of contaminating the well water. A well casing vent shall be provided with an opening that is covered with 16 mesh or finer corrosion resistant screen, facing downward, elevated and located so as to minimize the drawing of contaminants into the well. Wellheads and well vents shall be at least two feet above the highest known watermark or 100 year flood elevation, if available or adequately protected from possible flood damage by levees.

10. If a well blow off line is provided, its discharge shall terminate in a downward direction and at a point which will not be submerged by flood waters.

11. A suitable sampling cock shall be provided on the discharge pipe of each well pump prior to any treatment.

12. Flow measuring devices shall be provided for each well to measure production yields and provide for the accumulation of water production data. These devices shall be located to facilitate daily reading.

13. All completed well units shall be protected by intruder resistant fences, the gates of which are provided with locks or shall be enclosed in locked, ventilated well houses to exclude possible contamination or damage to the facilities by trespassers. The gates or wellhouses shall be locked during periods of darkness and when the plant is unattended.

14. An all weather access shall be provided to each well site.

15. An air release device shall be installed in such a manner as to preclude the possibility of submergence or possible entrance of contaminants. In this respect, all openings to the atmosphere shall be covered with 16 mesh or finer, corrosion resistant screening material or an acceptable equivalent.

7. No pressure tank that has been used to store any material other than potable water may be used in a public water system. A letter from the previous owner or owners must be provided.

8. Pressure tank installations should be equipped with slow closing valves and time delay pump controls to eliminate water hammer to reduce the chance of tank failure.

9. Associated appurtenances including valves pipes and fittings connected to pressure tanks shall be thoroughly tight against leakage.

10. Where seamless fiberglass tanks are utilized, they shall not exceed 300 gallons in capacity.

11. No more than three pressure tanks shall be installed at any one site without the prior approval of the executive director.

12. All potable water storage tanks and pressure maintenance facilities must be enclosed by an intruder resistant fence with lock-able gates. Pedestal type elevated storage tanks with lock-able doors and without external ladders are exempt from this requirement. The gates and odors must be kept locked whenever the facility is unattended.
- HYDROPNEUMATIC PRESSURE TANKS
1. These water well facilities must be constructed in accordance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.

2. All hydro-pneumatic tanks must be located wholly above grade and must be of steel construction with welded seams except as providing in note No. 10 of these construction notes.

3. Metal thickness for pressure tanks shall be sufficient to withstand the highest expected working pressures with a four to one factor of safety. Tanks for 1000 gallon capacity or larger must meet the standards of the American Society of Mechanical Engineers (ASME) Section VIII, Division 1 Codes and Construction Regulations and must have an access port of periodic inspections. An ASME name plate must be permanently attached to those tanks. Tanks installed before July 1, 1988, are exempt from the ASME coding requirement, but all new installations must meet this regulation. Exempt tanks can be relocated within a system, but cannot be relocated to another system.

4. All pressure tanks shall be provided with a pressure release device and an easily readable pressure gauge.

5. Facilities shall be provided for maintaining the air-water-volume at the design water level and working pressure. Air injection lines must be equipped with filters or other devices to prevent compressor lubricant and other contaminants from entering the pressure tank. A device to readily determine air-water-volume must be provided for all tanks greater than 1000 gallon capacity. Galvanized tanks which are not provided with the necessary fittings and were installed before July 1, 1988, shall be exempt from this requirement.

6. Hydropneumatic pressure tanks shall be painted, disinfected and maintained in strict accordance with current AWWA standards. Protective paint or coating shall be applied to the inside portion of any pressure tank. However, no temporary coating, wax, grease coating or coating materials containing lead will be allowed. No other coating will be allowed which are not approved for use (as a contact surface with potable water by the United States environmental Protection Agency (EPA), National Sanitation Foundation (NSF), The United States Food and Drug Administration (FDA). All newly installed coatings must conform to ANSI/ NSF Standard 61 and must be certified by an organization accredited by ANSI.

7. No pressure tank that has been used to store any material other than potable water may be used in a public water system. A letter from the previous owner or owners must be provided.

Pressure tank installations should be equipped with slow closing valves and time delay pump controls to eliminate water hammer to reduce the chance of tank failure.

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- CHEMICAL STORAGE
1. Hypochlorination solution containers and pumps must be housed in a secure enclosure to protect them from adverse weather conditions and vandalism. The solution container top must be completely covered to prevent the entrance of dust, insects, and other contaminants. 30 TAC §290.42(e)(5)

2. Disinfection equipment shall be selected and installed so that continuous and effective disinfection can be secured under all conditions. 30 TAC §290.42(e)(3)

3. Disinfection equipment shall have a capacity at least 50% greater than the highest expected dosage to be applied at any time. It shall be capable of satisfactory operation under every prevailing hydraulic condition. 30 TAC §290.42(e)(3)(A)

4. Automatic proportioning of the disinfectant dosage to the flow rate of the water being treated shall be provided at plants where the treatment rate varies automatically and at all plants where the treatment rate varies more than 50% above or below the average flow. Manual control shall be permissible at surface water treatment plants or plants treating groundwater under the direct influence of surface water only if an operator is always on hand to make adjustments promptly. 30 TAC §290.42(e)(3)(B)

5. Facilities shall be provided for determining the amount of disinfectant used daily as well as the amount of disinfectant remaining for use. 30 TAC §290.42(e)(3)(D)

6. When used, solutions of calcium hypochlorite shall be prepared in a separate mixing tank and allowed to settle so that only a clear supernatant liquid is transferred to the hypochlorinator container. 30 TAC §290.42(e)(3)(E)

7. Provisions shall be made for both pretreatment disinfection and post-disinfection in all surface water treatment plants. Additional application points shall be installed if they are required to adequately control the quality of the treated water. 30 TAC §290.42(e)(3)(F)
- | MINIMUM 2 FEET VERTICAL CLEARANCE   | PROPOSED WATER LINE |         |             |         | PROPOSED SANITARY SEWER |         |             |         |
|---|---------------------|---------|-------------|---------|-------------------------|---------|-------------|---------|
|   | OVER                |         | UNDER       |         | OVER                    |         | UNDER       |         |
|   | EXISTING SS         | PROP SS | EXISTING SS | PROP SS | EXISTING WL             | PROP WL | EXISTING WL | PROP WL |
| WATER FULL SECTION WITH 18 FT OF WL CENTERED AT SS CROSSING. PROVIDE RESTRAINED JOINTS ON WL SPACED AT LEAST 9 FT HORIZONTALLY FROM CENTERLINE OF SS.   | X                   | X       | X           | X       | X                       | X       | X           | X       |
| WATER FULL SECTION WITH 18 FT OF SS CENTERED AT WL CROSSING. PROVIDE RESTRAINED JOINTS ON SS SPACED AT LEAST 9 FT HORIZONTALLY FROM CENTERLINE OF WL.   | X                   | X       | X           | X       | X                       | X       | X           | X       |
| REPLACE 1 FULL SECTION OF EXISTING SS WITH PRESSURE-RATED DIP OR PRESSURE RATED PVC PIPE WITH ADAPTERS AND RESTRAINED JOINTS CENTERED AT WL CROSSING.   | X                   | X       | X           | X       | X                       | X       | X           | X       |
| PROVIDE DIP FOR SMALL DIAMETER WL (LESS THAN 18 INCHES) WITH 18 FT OF SS IF ENCASED PER TAC § 290.44, AND USE RESTRAINED JOINTS FOR BOTH DIP AND PVC PIPE.  | X                   | X       | X           | X       | X                       | X       | X           | X       |
| PIPE SEGMENT PLUS 1 FOOT BEYOND THE JOINTS  | X                   | X       | X           | X       | X                       | X       | X           | X       |
| WATER FULL SECTION WITH 18 FT OF WL OR 150 PSI SS CENTERED AT WL CROSSING. PROVIDE RESTRAINED JOINTS ON SS SPACED A LEAST 9 FT HORIZONTALLY FROM CENTERLINE OF WL OR ENCASE IN A JOINT OF 150 PSI PRESSURE PIPE WITH ADAPTERS AND RESTRAINED JOINTS LARGER WITH SPACERS AT 5 FT INTERVAL. | X                   | X       | X           | X       | X                       | X       | X           | X       |
1. MINIMUM CLEARANCE IS 2 FEET FOR NON-PRESSURE RATED SS AND 1 FOOT FOR PRESSURE RATED SS AND 1 FOOT FOR PRESSURE RATED SS.

2. REQUIRED IF EXISTING SS IS DISTURBED AND/OR THERE IS EVIDENCE OF LEAKAGE.

3. NOT REQUIRED FOR AUGERED WL UNLESS THERE IS EVIDENCE OF LEAKAGE. COMPLETELY FILL AUGERED HOLE WITH BENTONITE / CLAY MIXTURE.

4. NOT REQUIRED FOR AUGERED SS. COMPLETELY FILL AUGERED HOLE WITH BENTONITE / CLAY MIXTURE.

NOTE:

A. BOTH WATER LINES AND WASTEWATER MAIN OR LATERAL MUST PASS A PRESSURE AND LEAKAGE TEST AS SPECIFIED IN AWWA C600 STANDARDS.

B. SANITARY SEWERS (SS) IS APPLICABLE TO BOTH GRAVITY SANITARY SEWERS AND FORCE MAINS.

CROSSINGS & MISCELLANEOUS

1. MAINTAIN 12 INCH (12") MINIMUM CLEARANCE BETWEEN ALL SANITARY SEWERS, STORM SEWERS AND CULVERTS UNLESS OTHERWISE NOTED.

2. WATERLINE/ SANITARY MANHOLE AND SANITARY SEWER SEPARATION. ALL SANITARY SEWER FACILITIES AND POTABLE WATER LINES MUST BE INSTALLED SO AS TO MAINTAIN A MINIMUM 12 INCH (12") MINIMUM HORIZONTAL CLEARANCE BETWEEN THEM. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, FOLLOW THESE SPECIAL PROCEDURES:

4. CROSSINGS UNDER ROADWAY TO EXTEND 5 FEET BEYOND EDGE OF PAVEMENT AND TO BE CONSTRUCTED USING RESTRAINED JOINT PIPE IN STEEL CASINGS.
- DAILY PARK 1  
PWS NO. UNASSIGNED  
FORT BEND COUNTY, TX
- GENERAL NOTES
- 
- 4/20/20
- SCALE: N/A
- SCALE:
- DESIGN: JGI
- DRAWN: EDC
- W-C0.2
- 4/20/20
- Z:\4009 (RSJ)\262 - Abe & Lizzie Daily Park\CAD\New Water Well CivilSet.dwg, W-C0.2, 4/20/2020 8:25:47 AM



4/20/20

W-C1.0

DRAWN: EDC

DESIGN: JGI

SCALE:

SCALE: 1" : 150'

4/20/20



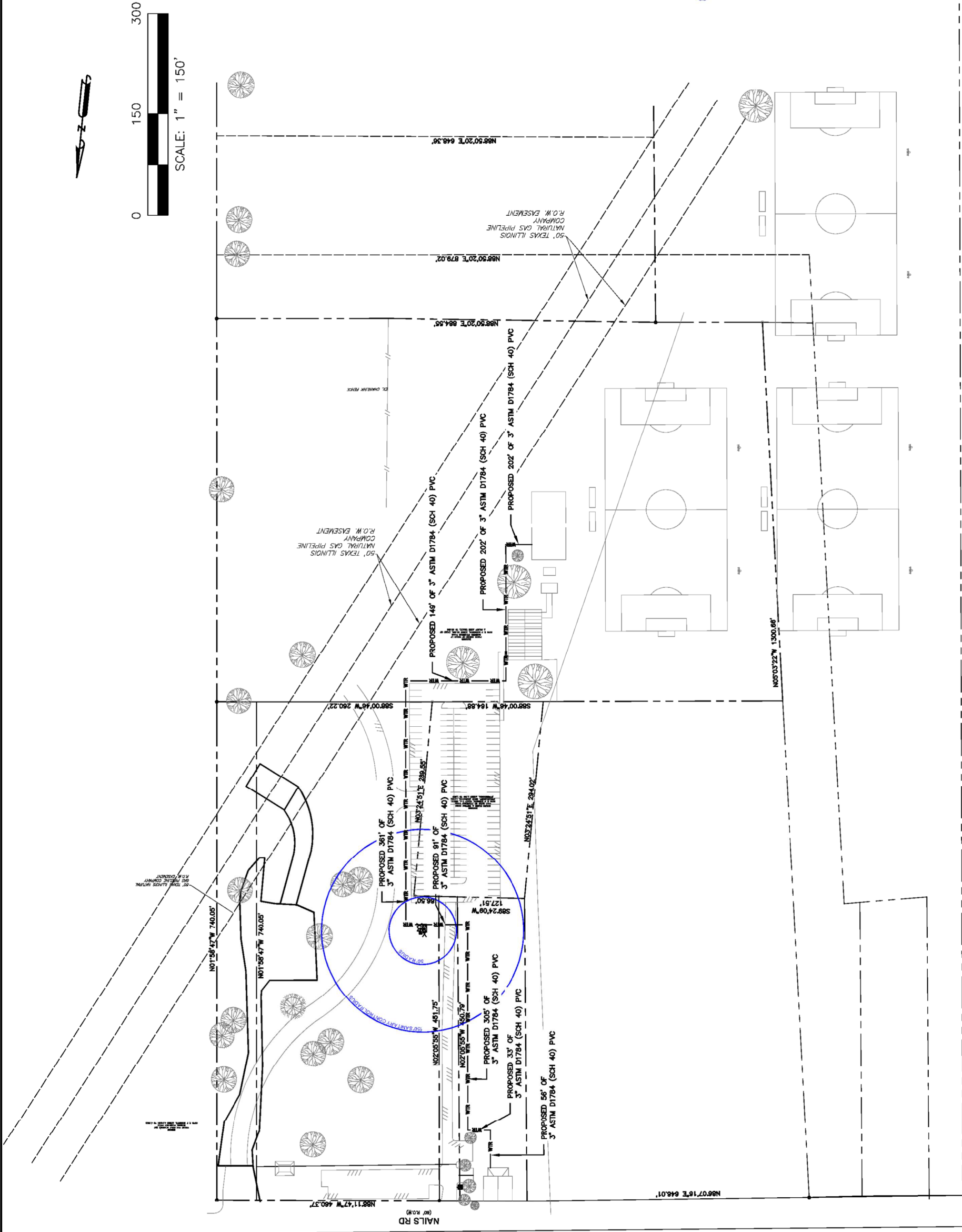
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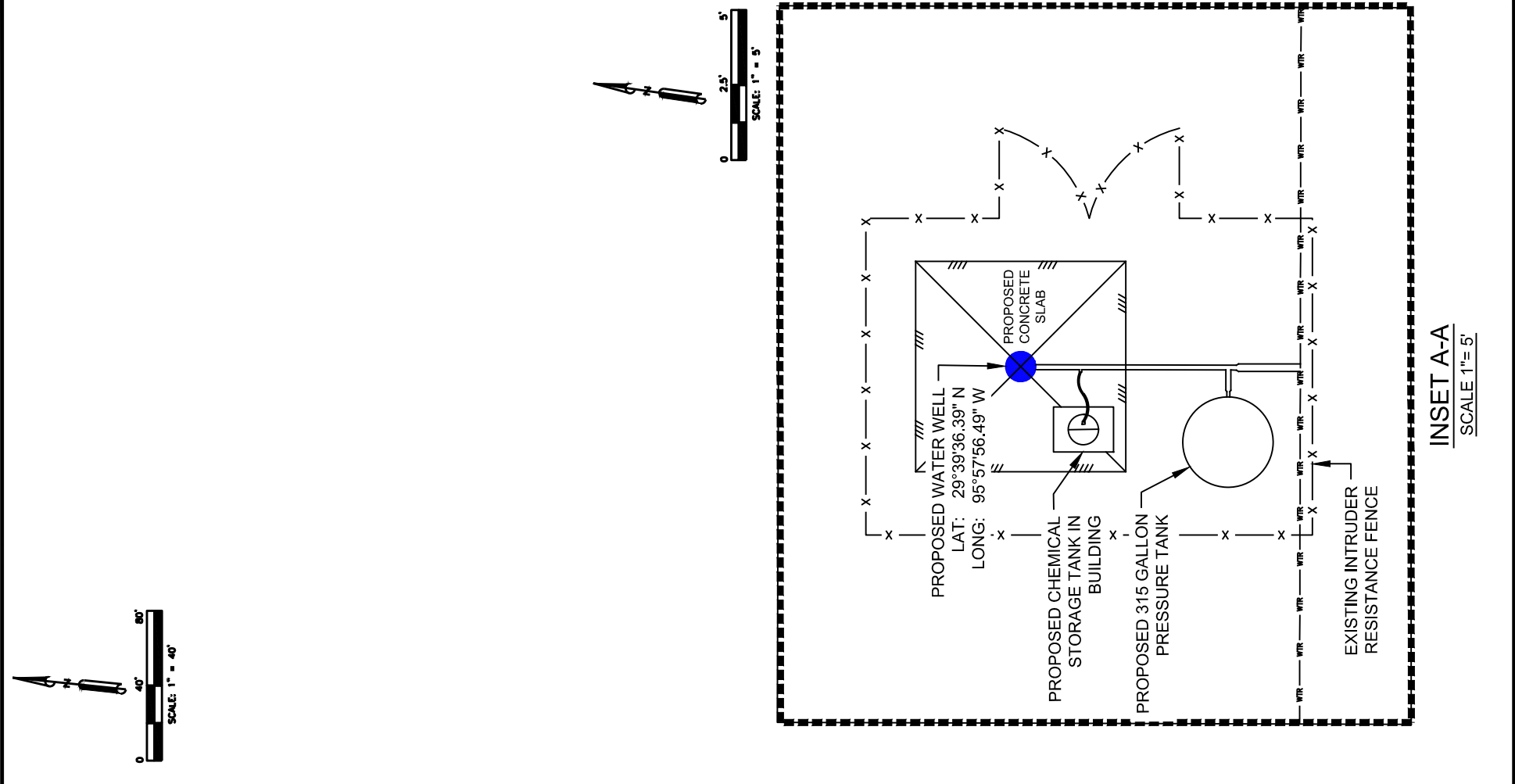
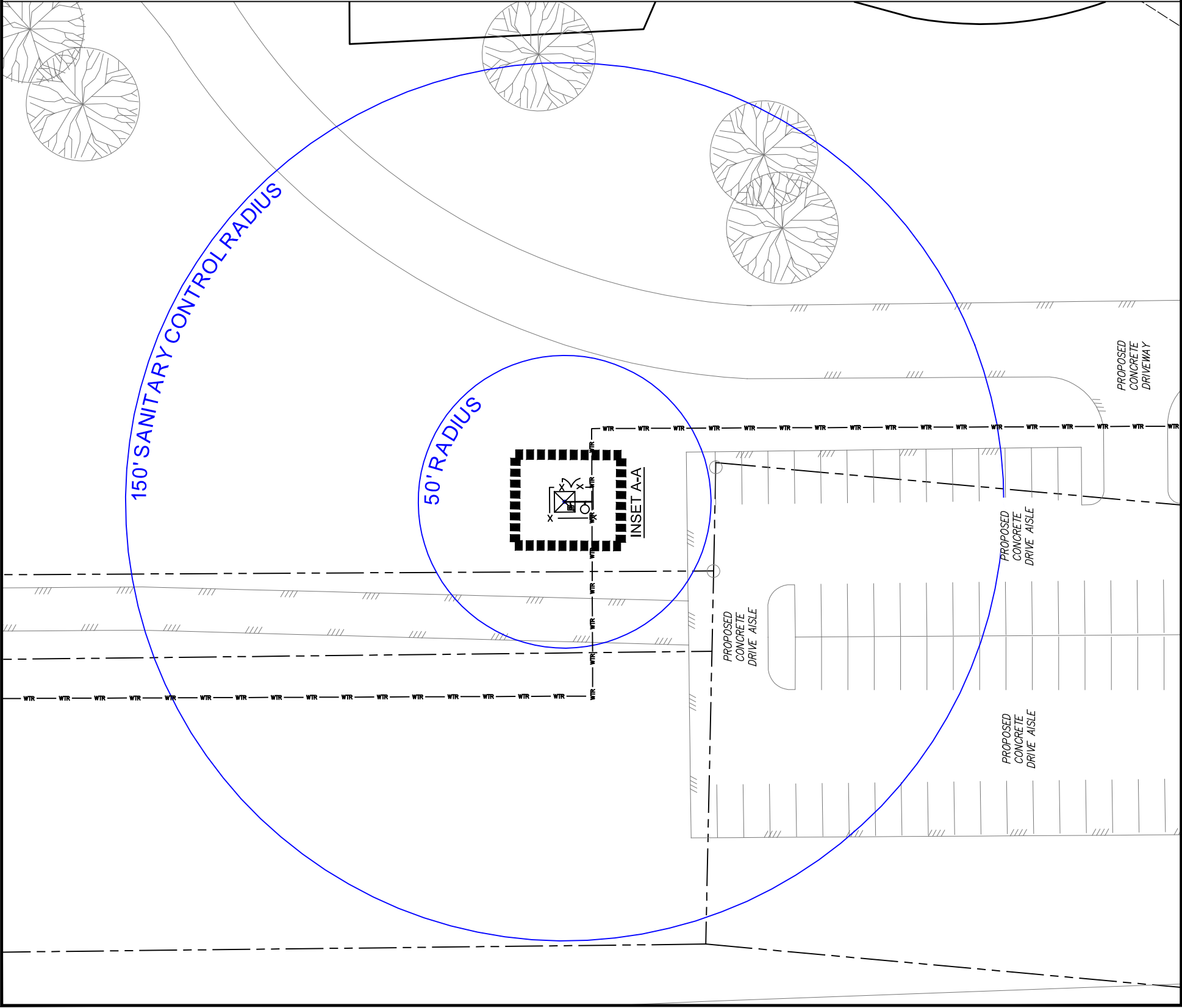
DAILY PARK 1  
PWS NO. UNASSIGNED  
FORT BEND COUNTY, TX

PROPERTY BOUNDARIES  
OVERVIEW

CONSULTING ENGINEERS

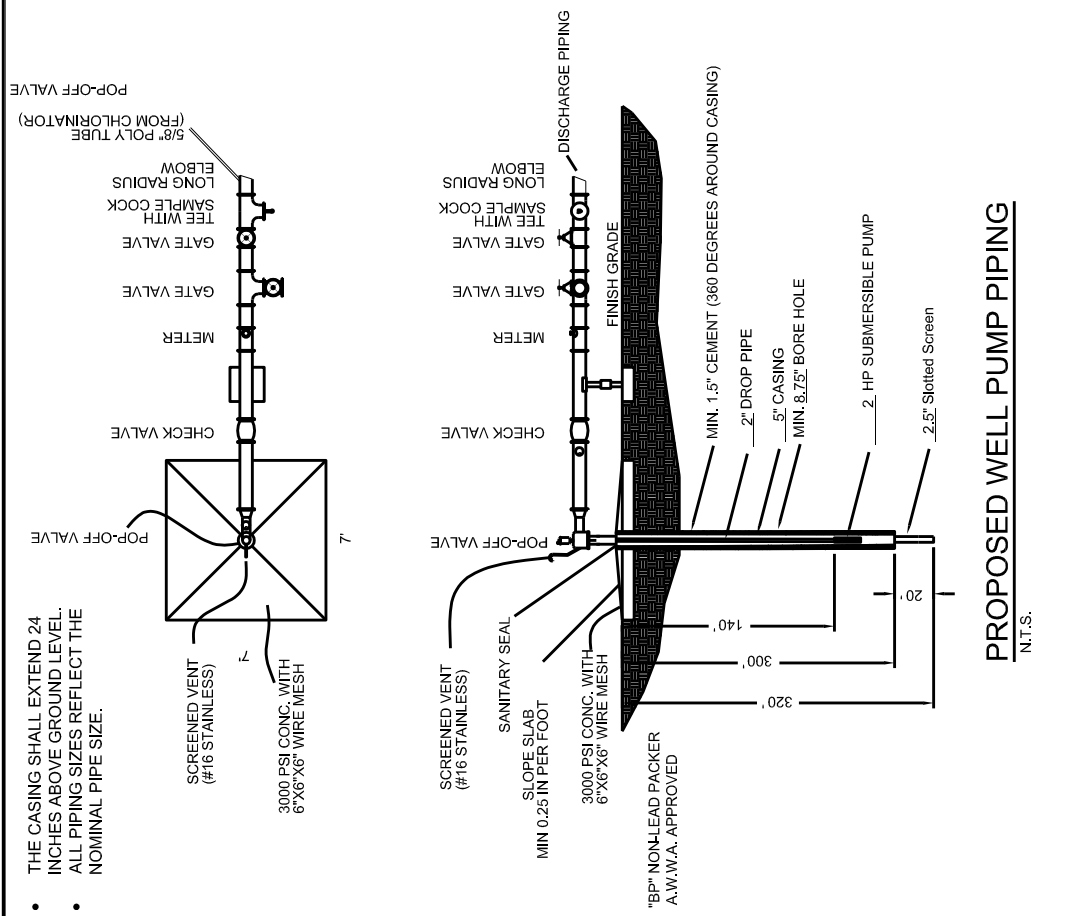
TEXAS REGISTERED ENGINEERING FIRM F-9756  
2500 Tanglewilde, Suite 120  
Houston, Texas 77063  
713.789.1900



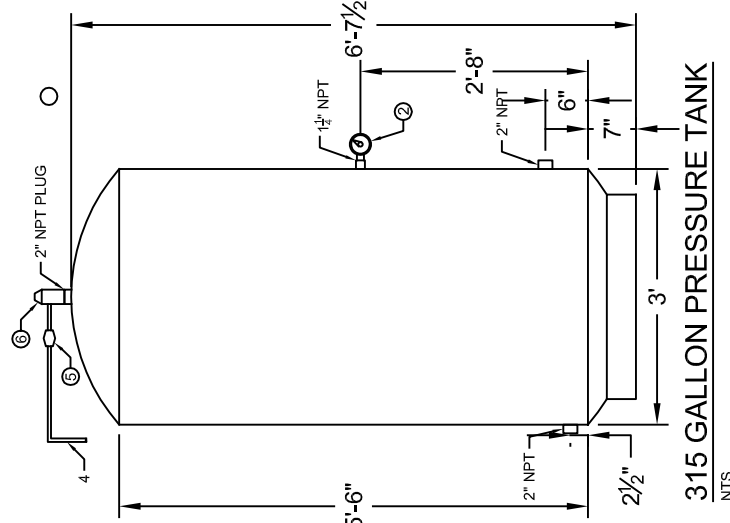


<div>WGA</div> <div>CONSULTING ENGINEERS</div> <div>TEXAS REGISTERED ENGINEERING FIRM F-9756</div> <div>2500 Tanglewilde, Suite 120</div> <div>Houston, Texas 77063</div> <div>713.789.1900</div>	WATER SYSTEM OVERVIEW		<div><div>STATE OF TEXAS</div><div>JERRY GLENN INCE</div><div>81062</div><div>PROFESSIONAL ENGINEER</div><div>4/20/20</div></div> <div><i>[Signature]</i></div> <div>DF</div>
	DAILY PARK 1		
	PWS NO. UNASSIGNED		
	FORT BEND COUNTY, TX		
	W-C1.1		
4/20/20			
SCALE: 1" = 40'			
SCALE: 1" = 5'			
DESIGN: JGI			
DRAWN: EDC			

- THE CASING SHALL EXTEND 24 INCHES ABOVE GROUND LEVEL.
- ALL PIPING SIZES REFLECT THE NOMINAL PIPE SIZE.



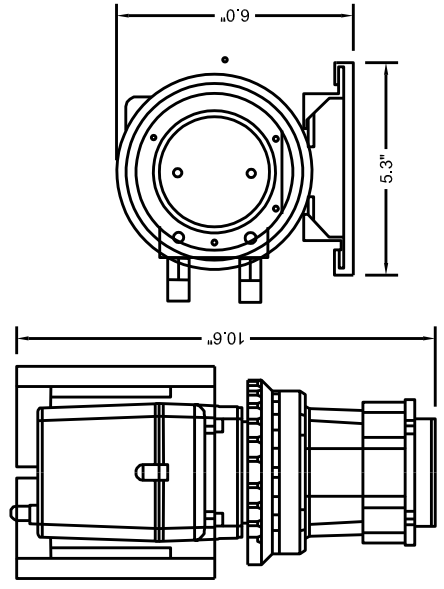
PROPOSED WELL PUMP PIPING  
N.T.S.



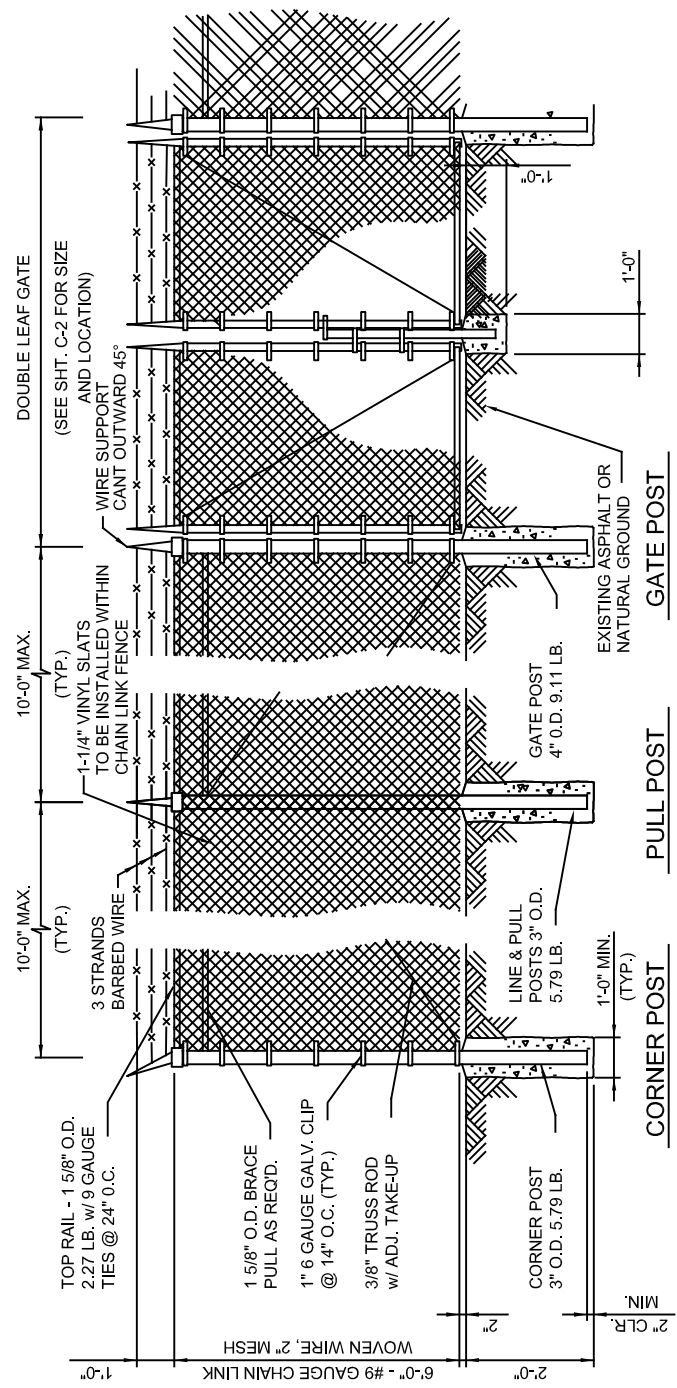
315 GALLON PRESSURE TANK  
N.T.S.

- PRESSURE TANK NOTES
- CONTRACTOR TO INSTALL NEW 315 GAL GALVANIZED HYDROPNEUMATIC PRESSURE TANK. (MODEL NO. PZ-315 AS MANUFACTURED BY PERMA TANK OR EQUAL).
1. TANK SHALL BE EQUIPPED WITH AN EASILY READABLE PRESSURE GAUGE.
  2. NO SIGHT GLASS OR LIQUID LEVEL INDICATOR IS REQUIRED FOR TANKS UNDER 1,000 GALLONS.
  3. A CONNECTION WITH A SUITABLE AIR COMPRESSOR SHALL BE PROVIDED FOR MAINTAINING THE AIR-WATER-VOLUME AT THE DESIGN WATER LEVEL AND WORKING PRESSURE.
  4. AIR INJECTION LINES MUST BE EQUIPPED WITH FILTERS OR OTHER DEVICES TO PREVENT COMPRESSOR LUBRICANTS AND OTHER CONTAMINANTS FROM ENTERING THE TANK.
  5. TANK SHALL BE EQUIPPED WITH A PRESSURE RELEASE DEVICE.

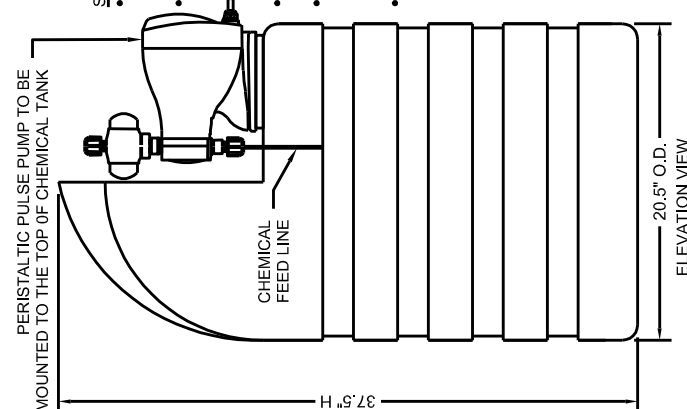
- PERISTALTIC PULSE PUMP NOTES
- METERING PUMP SHALL HAVE A CAPACITY AT LEAST 50% GREATER THAN THE HIGHEST EXPECTED DOSAGE TO BE APPLIED AT ANY TIME.
  - SPECIFIED METERING PUMP IS A STENNER MODEL 45MHP2 CAPABLE OF DELIVERING UP TO 0.13 GALLONS OF DISINFECTANT PER HOUR.



PROPOSED PERISTALTIC PULSE PUMP  
N.T.S.



CHAIN LINK FENCE DETAIL - 7' HEIGHT  
N.T.S.



PROPOSED 30 GALLON CHEMICAL STORAGE TANK  
N.T.S.

- STORAGE TANK NOTES
- SPILL CONTAINMENT IS NOT REQUIRED FOR HYPOCHLORITE SOLUTION CONTAINERS THAT HAVE A CAPACITY OF 35 GALLONS OR LESS.
  - LIQUID CHEMICAL DISINFECTANT FOR THIS SYSTEM SHALL BE STORED IN A 30 GALLON TAPERED CYLINDRICAL CHEMICAL STORAGE TANK. (MODEL NO. STS30GC AS MANUFACTURED BY STENNER PUMP COMPANY).
  - CHEMICAL STORAGE TANK SHALL BE INSTALLED IN A SECURE, WEATHER RESISTANT ENCLOSURE.
  - TANK MATERIAL TO BE NSF/ANSI 61 APPROVED POLYETHYLENE AND SHALL BE TRANSLUCENT SO AS TO ALLOW FOR VISUAL INSPECTION OF THE LIQUID LEVEL.
  - TANK SHALL BE FURNISHED WITH GRADUATED MARKINGS INDICATING THE VOLUME INSIDE THE PRIMARY AND SECONDARY TANK.

DAILY PARK 1  
PWS NO. UNASSIGNED  
FORT BEND COUNTY, TX

WATER WELL DESIGN &  
MISCELLANEOUS DETAILS



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
				-				-		
<b>or</b>										
<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Are you registered to do business in the State of Texas? ☐ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.\*

Property address or location\*\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☐ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.

[City and State]

## Mandatory Form



### **Contractor Acknowledgement of Storm Water Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

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(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

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Contractor Signature

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Date

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Printed Name

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Title