



Control Number: 51161



Item Number: 7

Addendum StartPage: 0



September 29, 2020

Via Interchange Filing

Public Utility Commission of Texas
Attention: Filing Clerk

**Re: Response to PUC RFI, dated September 15, 2020
Application to Amend a Certificate of Convenience and Need
Possum Kingdom Water Supply Corporation
Docket No. 51161**

Dear Reviewer:

The responses to the items from the PUC Request for Information (RFI), dated September 15, 2020, page 5 of 5, are as follows:

Staff 1-1 Please provide a copy of the developer agreement(s) or other written requests for service within the requested area.

A written request for service was submitted in Appendix G of the original application on pages 132-135. The previously-submitted Appendix G request for service is resubmitted as an attachment to this letter. Page 132 is the New Service Request form and its referenced attachments are the draft survey plat (pages 133 and 134) showing the overall subdivision and the individual residential lots where the service connections will be located and the preliminary plat (page 135). The developer is Barndo Partners, LLC, 2117 Canyon Rock Court, Abilene, Texas 79606.

Staff 1-2 Reference page 13 of the application, Question No. 30. Please provide the capital improvement plan, list of improvements, and related costs necessary to provide service to the requested area.

Possum Kingdom Water Supply Corporation does not have a capital improvements plan.

As submitted in original application Part B, Question No. 11 Part C on page 8, a new ground storage tank, booster pump station, hydropneumatic tank, and new water lines will be required to provide service to the requested area. The water line construction cost is \$211,745.50 as shown in the attached contract with Fambro Construction. Note that the project owner and bidder is listed as Barndo Partners, LLC in Article 1 on page 1 of the attached contract.

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P O Box 3097
Abilene, Texas 79604
325 698 5560 | 325 690 3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806 794 0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498 6000 | 682 498 6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

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The exact cost of the ground storage tank, booster pump station, and hydropneumatic tank (Pump Station project) has not been determined at this time, but the cost is estimated to be close to \$240,000. The Pump Station project will not be bid until construction plans are approved by the Texas Commission on Environmental Quality (TCEQ). The Pump Station project plans were submitted to the TCEQ on July 16, 2020; a copy of the submittal was provided as Attachment I of the original application. TCEQ approval has not yet been received.

Staff 1-3 Reference page 13 of the application, Question No. 30. Please provide the funding sources Possum Kingdom WSC will use to pay for the improvements required to provide service to the requested area.

As submitted in the original application Part B, Question No. 11 Part D on page 8, the developer will provide the funding for the improvements required to provide service to the requested area.

Staff 1-4 Reference page 7 of the application, Question No. 11. Please provide a facilities map showing the location of the proposed facilities and connections in the requested area.

As stated previously herein and previously in the original application, the facilities to be constructed to provide water service to the requested area are a new ground storage tank, booster pump station, hydropneumatic tank, and new water lines. Excerpts from the signed and sealed construction plans are attached as described below:

- Pump Station (PS) cover page, Sheet No. G1 (1 of 17), showing the general project location on a state map as well as on a Possum Kingdom Lake vicinity map.
- PS Overall Plan, Sheet No. C1 (3 of 17) showing the PS project location along State Highway 16 in relation to the Water Ridge Estates subdivision.
- PS Site Plan, Sheet No. C2 (4 of 17), showing the location of the proposed 17,000 gallon ground storage tank (GST), booster pumps, and hydropneumatic tank (HPT).
- for the new water line, dated 6/10/2020, Overall Plan Sheet 3 of 10.
- Water lines cover page, Sheet No. 1 of 10, showing the general project location on a state map as well as on a Possum Kingdom Lake vicinity map.
- Water lines Overall Plan, Sheet No. 3 of 10 showing the water line location tie-in along State Highway 16 in relation to the Water Ridge Estates subdivision and the water lines within the proposed new subdivision (Water Ridge Estates – Phase 1) are shown; the individual lots where the residential service connections will be installed upon lot sale are also outlined on this drawing.

Per the RFI Instructions Item 1 on page 4 of 5, the RFI is provided under oath; see the attached Applicant's Oath. Responses to the RFI are provided by filing with the Commission through the Interchange on the Commission's website by the 20-day deadline of October 5, 2020. Since the filing is less than 50 pages it is not considered voluminous and per Item 7 in the RFI Instructions, no hard copy and no Table of Contents are required as verified during a conversation with Central Records on September 23, 2020 at 1:30 pm.



September 29, 2020
Page 3

Please feel free to contact me at (817) 694-8382 while telecommuting, at the office at 325-698-5560, in writing in the Abilene office, or email me at luci.dunn@e-ht.com with any questions or comments.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

Luci Dunn, P.E.

LD/jd

- Attachments:
1. Written Service Request (Appendix G of original application)
 2. New Water Lines Executed Contract
 3. Water Ridge Estates -- Phase 1 Construction Plan Excerpts
 4. Applicant's Oath

C: Project File 7555

P:\Projects\Possum Kingdom\7555 Barndo Partners LLC - Water Ridge Estates\3 Planning Phase\CCN Amendment\RFIRFI Response.docx

Attachment 1
Written Service Request Re-Submittal

Attachment G
Barndo Request for Service

Possum Kingdom Water Supply Corporation

New Service Request

The Possum Kingdom Water Supply Corporation is a member owned, not for profit, public water provider. The regional system is being funded through Federal and State loans and grants. Bidding for the construction of the system was based upon the scope of the project as determined by the number of members who had joined as of August 31, 2002. Any system improvements for members wishing to be served by the system and who joined after that date are not included in the Federal and State funding.

In order for the PKWSC to determine whether a prospective member may be served by the system, a Service Investigation must be conducted by the Corporation's engineer. The Service Investigation will take into account whether a water distribution line is present to serve a particular site and whether an existing water line is of sufficient capacity to serve an additional connection. This will also identify costs associated with providing an additional water service line. Refer to the current rate chart for a detail of fees for a standard installation for new service. In addition, the new member must pay all costs to construct any improvements to serve a new connection. To initiate a Service Investigation, please fill out the form and return it along with a check for \$150.00 to the PKWSC. This cost is included in the total cost referenced on the rate sheet and is non-refundable. This form and all subsequent documentation related to this request are valid for 90 days. After the 90 days if new service is not activated, the "New Service Request" form and fees must be resubmitted.

Name Barndo Partners, LLC

Billing Address 2117 Canyon Rock Court Phone 325-660-8051

City, State, Zip Code Abilene, Texas 79606

Service Address 17060 N State Highway 16 Graford, Tx 76449 (Approx. 500 FT SE of Hwy 16 Intersection with FM 2353)

Legal Description of Property (Include name of road, subdivision with lot and block number)

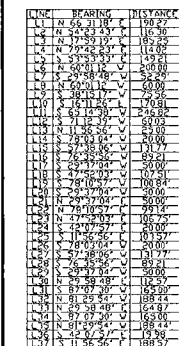
Please see attached property survey and legal description

Note: Form must be completed by applicant only. **A map of service location request must be attached.**

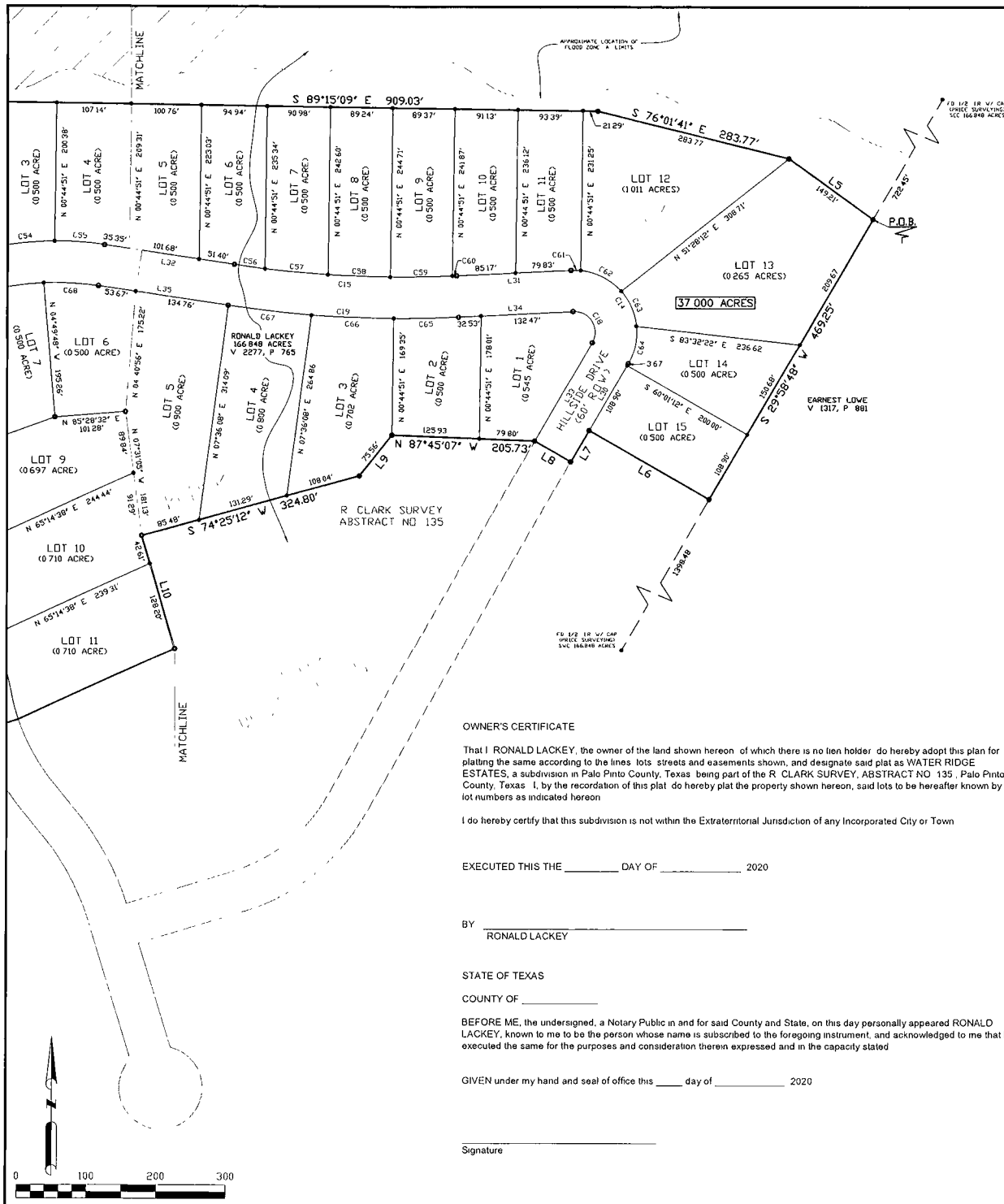
Please mail this form with a check for \$150.00 to:

**Possum Kingdom Water Supply Corporation
1170 Willow Road
Possum Kingdom Lake
Graford, TX 76449**

940-779-3100 Fax 940-779-3137 TDD 800-735-2989

[illegible]

PAGE 1 OF 2



LEGAL DESCRIPTION

Of a 37,000 acres tract of land out of the R. Clark Survey, Abstract No. 135, Palo Pinto County, Texas, being part of a certain 166,848 acres tract described in Volume 2277, Page 765 of the Official Public Records of Palo Pinto County, Texas, and being further described by miles and bounds as follows:

Beginning at a set 1/2" iron rod with cap (PRIC'L SURVEYING) in the southeast line of said 166,848 acres tract and in the northwest line of a tract described in Volume 1317, Page 881 of said Official Public Records for the northeast and beginning corner of this tract. Whence the northeast corner of said 166,848 acres tract bears N 29 deg 58 min 48 sec. E 722.45 feet and the northeast corner of said R. Clark Survey is called to bear N 29 deg 58 min 48 sec. E 722.45 feet and S 59 deg 58 min 08 sec. E 1,646.6 feet. Thence S 29 deg 58 min 48 sec. W 469.25 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) in the southeast line of said 166,848 acres tract for the southeast corner of this tract. Thence N 60 deg 01 min 12 sec. W 200.00 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 29 deg 58 min 48 sec. W 52.29 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 60 deg 01 min 12 sec. W 60.00 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 87 deg 45 min 07 sec. W 205.75 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 78 deg 15 min 17 sec. W 75.56 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 74 deg 25 min 12 sec. W 124.80 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 16 deg 11 min 26 sec. E 1,780.81 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 65 deg 14 min 38 sec. W 246.82 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 71 deg 12 min 39 sec. W 60.03 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence Northerly along the arc of a 15 deg 58 min 02 sec. curve to the right with a radius of 358.83 feet, a central angle of 06 deg 50 min 25 sec., a chord of N 15 deg 22 min 09 sec. W 42.81 feet and an arc length of 42.84 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 11 deg 56 min 56 sec. W 25.00 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 78 deg 03 min 04 sec. W 20.00 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence Westerly along the arc of a 13 deg 22 min 38 sec. curve to the left with a radius of 428.30 feet, a central angle of 20 deg 24 min 58 sec., a chord of S 67 deg 07 min 01 sec. W 151.81 feet and an arc length of 152.62 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 57 deg 38 min 06 sec. W 131.77 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence Southwesterly along the arc of a 11 deg 41 min 13 sec. curve to the right with a radius of 490.26 feet, a central angle of 18 deg 57 min 50 sec., a chord of S 67 deg 07 min 01 sec. W 161.53 feet and an arc length of 162.27 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 76 deg 35 min 56 sec. W 89.21 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence Southwesterly along the arc of a 28 deg 58 min 27 sec. curve to the left with a radius of 197.75 feet, a central angle of 46 deg 58 min 52 sec., a chord of S 53 deg 06 min 30 sec. W 157.64 feet and an arc length of 162.15 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 29 deg 58 min 48 sec. W 50.00 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 29 deg 58 min 48 sec. W 801.71 feet along the north right of way line of said State Highway No. 16 and in the southwest line of said 166,848 acres tract to a found 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract and said 166,848 acres tract. Thence N 59 deg 05 min 56 sec. W 213.22 feet along the north right of way line of said State Highway No. 16 and the southwest line of said 166,848 acres tract to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for the northeast corner of this tract. Thence N 66 deg 51 min 18 sec. E 1,907.27 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 74 deg 03 min 59 sec. E 231.83 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 75 deg 14 min 27 sec. E 655.12 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 54 deg 23 min 43 sec. E 1,116.30 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 17 deg 59 min 19 sec. E 1,185.25 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 68 deg 28 min 52 sec. E 265.90 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence N 79 deg 42 min 23 sec. E 1,114.02 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 89 deg 13 min 09 sec. E 909.03 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 76 deg 01 min 41 sec. E 283.77 feet to a set 1/2" iron rod with cap (PRIC'L SURVEYING) for a corner of this tract. Thence S 53 deg 53 min 33 sec. E 149.21 feet to the place of beginning.

THE STATE OF TEXAS

COUNTY OF PALO PINTO

APPROVED BY THE COMMISSIONER'S COURT OF PALO PINTO COUNTY, TEXAS.

ON THIS THE _____ DAY OF _____ 2020

COUNTY JUDGE

COMR. PRECINCT #1

COMR. PRECINCT #2

COMR. PRECINCT #3

COMR. PRECINCT #4

STATE OF TEXAS

COUNTY OF PALO PINTO

I, _____, 9-1-1 COORDINATOR IN AND FOR SAID COUNTY,
DO HEREBY APPROVE THIS PLAT

WATER RIDGE ESTATES
BEING A SUBDIVISION OF 37,000
ACRES OUT OF THE R. CLARK
SURVEY, ABSTRACT NO. 135,
PALO PINTO COUNTY, TEXAS
PLAT DATE APRIL 7, 2020

PAGE 2 OF 2

OWNER'S CERTIFICATE

That I RONALD LACKEY, the owner of the land shown hereon of which there is no lien holder do hereby adopt this plan for platting the same according to the lines, lots, streets and easements shown, and designate said plat as WATER RIDGE ESTATES, a subdivision in Palo Pinto County, Texas, being part of the R. CLARK SURVEY, ABSTRACT NO. 135, Palo Pinto County, Texas, I, by the recordation of this plat do hereby plat the property shown hereon, said lots to be hereafter known by the lot numbers as indicated hereon.

I do hereby certify that this subdivision is not within the Extraterritorial Jurisdiction of any Incorporated City or Town.

EXECUTED THIS THE _____ DAY OF _____ 2020

BY _____
RONALD LACKEY

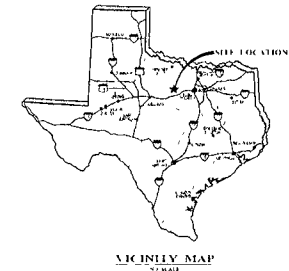
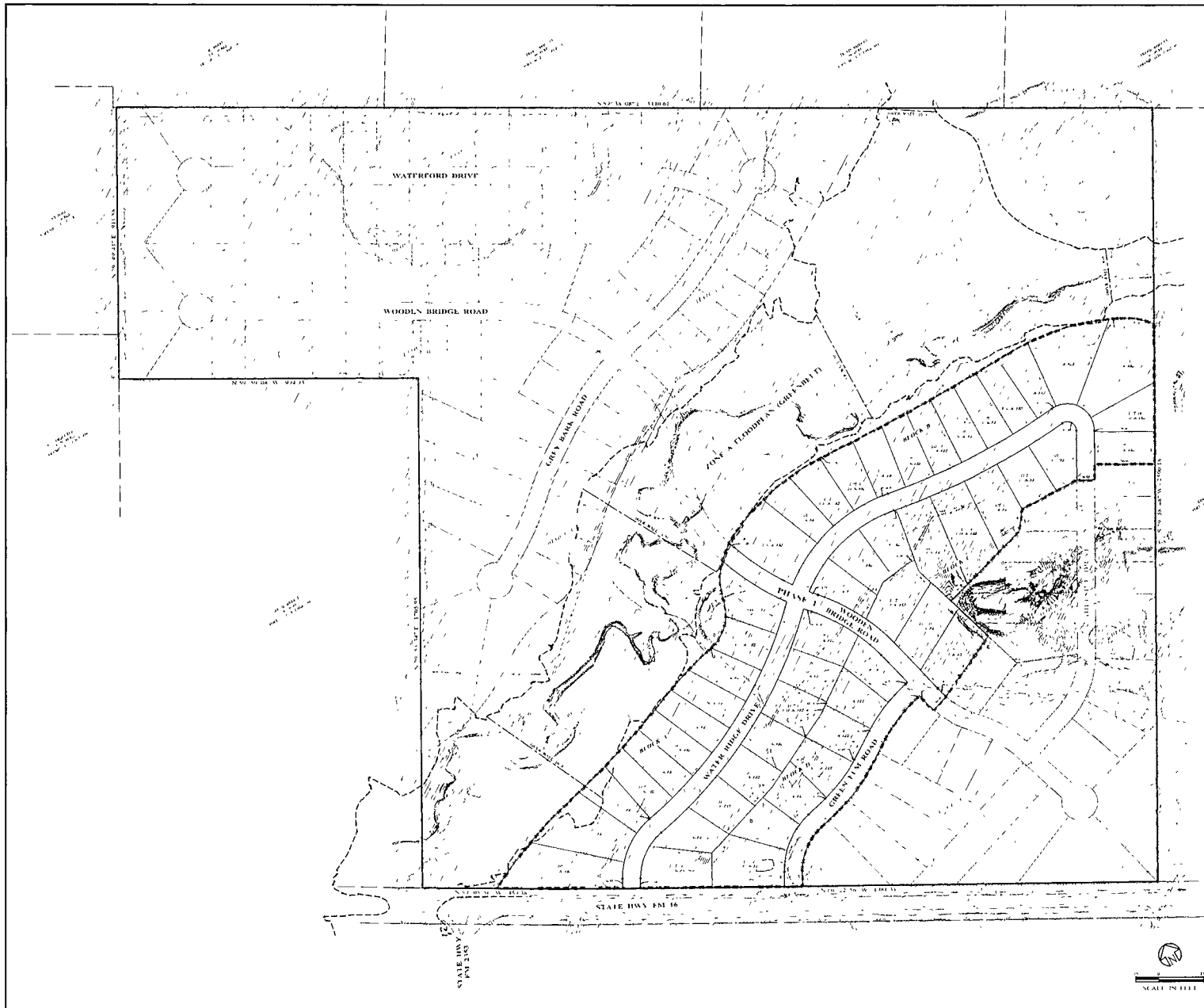
STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RONALD LACKEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN under my hand and seal of office this _____ day of _____ 2020

Signature



OWNER
 BORRDO LARKINS, LLC
 417 LARKINS RANCH, L
 ARBENT, TEXAS 76007

SUBSECTOR
 PRICE SURVEILLING, L.P.
 100 NORTH GAVIN
 MINERAL WILLYS, TEXAS 76067

ENGINEER
 ENPROTEC/HIBBS & TODD, INC.
 4000 CLEMENS STREET, L
 ARBENT, TEXAS 76007

- NOTES**
1. 157 LOTS SMALLER THAN 1.0 ACRES, 100 LOTS, 1.0 ACRES AND 57.0 ACRES.
 2. PHASE 1 CONTAINS 52 LOTS.
 3. ALL LOTS ARE BE PREVIOUSLY MAINTAINED BY THE WATER RIDGE HOME OWNERS ASSOCIATION.
 4. WASTEWATER WILL BE AN ON-SITE SYSTEM FOR EACH LOT AND FINAL DESIGN AND INSTALLATION WILL BE IN COMPLIANCE WITH THE DRAINAGE DISTRICT JURISDICTION.
 5. WATER WILL BE SUPPLIED BY THE POTOMAC KINGDOM WATER SYSTEMS CORPORATION.

THE COMMISSIONER'S COURT OF PALO PINTO COUNTY, TEXAS, ON THE 15TH DAY OF 2008, VOTED ALTERNATIVELY TO REScind CONSENT APPROVAL OF THIS PRELIMINARY PLAT SUBJECT TO CONDITIONS PRESCRIBED BY THE COMMISSIONER OF THIS PLAT.

BY _____ PALO PINTO COUNTY CLERK

 ENPROTEC/HIBBS & TODD, INC. ENVIRONMENTAL AND LAND TREATMENT 4000 CLEMENS STREET, L ARBENT, TEXAS 76007 (817) 265-1111 FAX (817) 265-1112	ALL PROJECTS
	ALL SITES
PRELIMINARY PLAT (INSPECTION PURPOSES ONLY) OF WATER RIDGE, 15 LOTS (166.85 ACRES) PALO PINTO COUNTY, TEXAS	ALL RESOURCES ON THE PROPERTY
	ALL THE PROPERTY
	ALL THE PROPERTY
	ALL THE PROPERTY



Attachment 2
New Water Lines Executed Contract

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Barndo Partners, LLC**
2117 Canyon Rock Ct.
Abilene, Tx 79606
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. RESERVED;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

BID PROPOSAL FOR LABOR, MATERIAL, EQUIPMENT AND INCIDENTALS:

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization and insurance (not to exceed 5 percent of bid) for _____ three thousand thirty _____ Dollars and zero _____ Cents per lump sum.		\$ 3,030.00
2	1 LS	Furnish Storm Water Pollution Prevention Plan, for _____ two thousand forty five _____ Dollars and zero _____ Cents per lump sum.		\$ 2,045.00

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
3	5,800 LF	Furnish and implement Trench Excavation and Safety Plan, for _____ zero _____ Dollars and _____ twenty five _____ Cents per linear foot.	\$ 0.25 /LF	\$ 1,450.00
4	50 LF	Cut, Remove and Replace Asphalt Pavement at existing Driveways, as shown and as specified, for _____ sixty _____ Dollars and _____ zero _____ Cents per linear foot.	\$ 60.00 /LF	\$ 3,000.00
5	1 LS	Remove existing 8" 90 Degree Bend and Install 8" Tee, reconnect existing Meter and CAV to Main, as shown and as specified, for _____ three thousand eight hundred five _____ Dollars and _____ zero _____ Cents per lump sum.		\$ 3,805.00
6	2,840 LF	Furnish and install 4" C-900, DR-25 PVC Water Line, Open Cut Rock (includes all fittings and Imported Bedding Material), as shown and as specified, for _____ sixteen _____ Dollars and _____ thirty five _____ Cents per linear foot.	\$ 16.35 /LF	\$ 46,434.00
7	1,625 LF	Furnish and install 6" C-900, DR-25 PVC Water Line, Open Cut Rock (includes all fittings and Imported Bedding Material), as shown and as specified, for _____ twenty one _____ Dollars and _____ fifteen _____ Cents per linear foot.	\$ 21.15 /LF	\$ 34,368.75
8	1,365 LF	Furnish and install 8" C-900, DR-25 PVC Water Line, Open Cut Rock (includes all fittings and Imported Bedding Material), as shown and as specified, for _____ twenty eight _____ Dollars and _____ fifteen _____ Cents per linear foot.	\$ 28.15 /LF	\$ 38,424.75
9	7 EA	Furnish and install 4" Gate Valve with Box, as shown and as specified, for _____ eight hundred twenty _____ Dollars and _____ zero _____ Cents per each.	\$ 820.00 /EA	\$ 5,740.00
10	3 EA	Furnish and install 6" Gate Valve with Box, as shown and as specified, for _____ one thousand _____ Dollars and _____ zero _____ Cents per each.	\$ 1,000.00 /EA	\$ 3,000.00
11	2 EA	Furnish and install 8" Gate Valve with Box, as shown and as specified, for _____ one thousand three hundred seventy _____ Dollars and _____ zero _____ Cents per each.	\$ 1,370.00 /EA	\$ 2,740.00

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
12	4 EA	Furnish and install 2" Flush Hydrant, as shown and as specified, for <u>one thousand five hundred eighty five</u> _____ Dollars and <u>zero</u> Cents per each.	\$ 1,585.00 /EA	\$ 6,340.00
13	1 EA	Furnish and install Single Water Service (Short Side), as shown and as specified, for <u>one thousand one</u> <u>hundred five</u> _____ Dollars and <u>zero</u> Cents per each.	\$ 1,105.00 /EA	\$ 1,105.00
14	18 EA	Furnish and install Dual Water Service (Short Side), as shown and as specified, for <u>one thousand six hundred</u> <u>ninety five</u> _____ Dollars and <u>zero</u> Cents per each.	\$ 1,695.00 /EA	\$ 30,510.00
15	10 EA	Furnish and install Dual Water Service (Long Side), as shown and as specified, for <u>two thousand four</u> <u>hundred eighty</u> _____ Dollars and <u>zero</u> Cents per each.	\$ 2,480.00 /EA	\$ 24,800.00
16	1 LS	Furnish and implement Flushing and Pressure Testing, for <u>one thousand six hundred fifty</u> _____ Dollars and <u>zero</u> Cents per lump sum.		\$ 1,650.00
17	1 LS	Furnish and implement Disinfection, for <u>three thousand three hundred</u> _____ Dollars and <u>zero</u> Cents per lump sum.		\$ 3,300.00
18	1 LS	Owner's Allowance for work directed in writing by the Owner for Legitimate Project Related Issues, at the direct cost for such work at a lump sum amount of <u>Fifty Thousand</u> Dollars and <u>Zero</u> Cents per lump sum.		\$ 50,000.00
TOTAL BASE BID (Items 1 thru 18)			\$ 261,742.50 <u>211,742.50</u>	

Per Owners Request

ADDITIVE ALTERNATE BID				
ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
A1	1 LS	Performance Bond, for <u>seven thousand eight hundred fifty</u> Dollars and <u>zero</u> Cents per lump sum.		\$ 7,850.00
A2	1 LS	Payment Bond for, <u>seven thousand eight hundred fifty</u> Dollars and <u>zero</u> Cents per lump sum.		\$ 7,850.00
TOTAL ADDITIVE ALTERNATE BID (Items A1 thru A2)			\$ 15,700.00	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum No. 1	July 2, 2020
Addendum No. 2	July 10, 2020

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

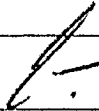
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Fambro Construction, LLC

 (typed or printed name of organization)

By:

(individual's signature)

Name: Camron Fambro

(typed or printed)

Title: Operations Manager

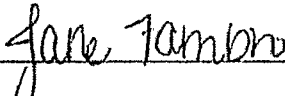
(typed or printed)

Date: July 14, 2020

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name: Jane Fambro

(typed or printed)

Title: Administrative Assistant

(typed or printed)

Date: July 14, 2020

(typed or printed)

Address for giving notices:

3125 County Road 456

Stephenville, Texas 76401

Bidder's Contact:

Name: Camron Fambro

(typed or printed)

Title: Operations Manager

(typed or printed)

Phone: 254-485-1169

Email: camronfambro@fambroconstruction.com

Address:

Fambro Construction, LLC

3125 County Road 456

Stephenville, Texas 76401

Bidder's Contractor License No.: (if applicable) n/a

**CONTRACTOR COMPLIANCE WITH
WORKER'S COMPENSATION LAW**

Pursuant to Article 8308-3.23 of Vernon's Annotated Civil Statutes, Contractor certified that it provides worker's compensation insurance coverage for all of its employees employed on this Possum Kingdom Water Supply Corporation project.

Fambro Construction, LLC

CONTRACTOR

By: Camron Fambro

Operations Manager

Title

July 14, 2020

Date

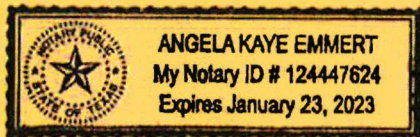
STATE OF TEXAS

COUNTY OF Erath

BEFORE ME, the undersigned authority, on this day personally appeared Camron Fambro, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of Fambro Construction, LLC for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

14 day of July, 2020.
Angela Kaye Emmert
Notary Public in and for
the State of Texas



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §

County of Erath §

deposes and says that: Camron Fambro, being first duly sworn,

- (1) He is Operations Manager of Fambro Construction, LLC the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the Possum Kingdom Water Supply Corporation or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(signed) Camron Fambro

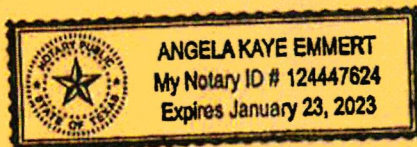
Operations Manager

Title

Subscribed and sworn to before me

this 1st day of July, 2020

My commission expires 1/23, 2023



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Barndo Partners, LLC** ("Owner") and **Fambro Construction, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Ridge Estates Water Lines Phase I**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Enprotec / Hibbs & Todd, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$250** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$211,742.50.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **90** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to

Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of **10** sheets with each sheet bearing the following general title: **Water Ridge Estates Water Lines Phase I**.
 - 7. Addenda (numbers 0 to 2, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, Inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on August 26, 2020.

Owner:

BARND PARTNERS, LLC

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Date:

8-26-20

(date signed)

Name:

Blyth Harris

(typed or printed)

Title:

(typed or printed)

Attest:

Beryl Grisham

(individual's signature)

Title:

Bookkeeper

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

FAMBRO CONSTRUCTION, LLC

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Date:

8/14/2020

(date signed)

Name:

Camron Fambro

(typed or printed)

Title:

Operations Manager

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Jane Fambro

(individual's signature)

Title:

Administrative Assistant

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Kendra Lemoine	
Agents Alliance Services, Ltd		PHONE (A/C, No, Ext): (817) 277-6166	
McKnight Ins Services, LLC		FAX (A/C, No):	
2364 N. Hwy 287, Ste 103		E-MAIL ADDRESS: kendra@mcknightins.com	
Mansfield TX 76063		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Scottsdale Insurance Company	
		INSURER B: Hallmark County Mutual Insurance Company	
		INSURER C: Texas Mutual Ins. Co.	
		INSURER D: The Ohio Casualty Ins Co	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2011550494 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	ENS0005207	01/14/2020	01/14/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Contractors Pollution \$ 1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	A4251361302	04/22/2020	04/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			XNS0005298	01/14/2020	01/14/2021	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	0011934001	01/14/2020	01/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented & Leased Equipment			BMO57104106	01/19/2020	01/19/2021	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Auto Liability Policies include an Additional Insured endorsement that gives automatic additional insured status when there is a written contract between the named insured & the certificate holder executed.

GL AI FORM#: CG2010(10/01) & CG2037 (10/01)

AUTO AI Form#: CA9901T(08/09)

The GL & Auto policies also include Blanket Waiver of Subrogation in favor of the Certificate holder when a written contract is in place.

GL WOS Form#: ENS-40

AUTO WOS Form#: CA2046A(03/92)

CERTIFICATE HOLDER

Barndo Partners, LLC
2117 Canyon Rock Court
Abilene TX 79606

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Becky McKnight</i>

ADDITIONAL COVERAGES

Ref #	Description Contractors Pollution/Agg	Coverage Code	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

AGENCY CUSTOMER ID: 00070512

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Agents Alliance Services, Ltd		NAMED INSURED Fambro Construction LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO WOS Form# CA2046A(03/92)

The General Liability policy is Primary and Non Contributory.

Umbrella Policy is Follow Form

The Workers Compensation Policy has a Blanket Waiver of Subrogation per Form# WC420304B in favor of Certificate Holder when a written contract is in place.

Attachment 3
Water Ridge Estates – Phase 1 Construction Plan
Excerpts

Pump Station Facility Location Sheets (3 pages)

Water Lines Facility Location Sheets (2 pages)

CONSTRUCTION PLANS FOR POSSUM KINGDOM WATER SUPPLY CORPORATION SYSTEM IMPROVEMENTS FOR WATER RIDGE ESTATES - PHASE I PUMP STATION

POSSUM KINGDOM
WATER SUPPLY CORPORATION
BOARD OF DIRECTORS

PRESIDENT

MONTY JASPER

VICE PRESIDENT

JO LYNN MILLER

SECRETARY / TREASURER

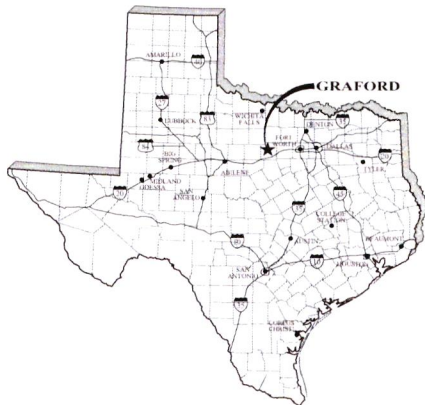
MIKE PATTON

BOARD MEMBERS

ROSENDO FERRER
RICHARD LASKE
ERIKA CARTER
TOD PAWLEY
KRISTAL WHITE
RAY TUCKER

GENERAL MANAGER

JEREMIAH GORE



VICINITY MAP
NO SCALE



Scott Eugene Campbell
SCOTT EUGENE CAMPBELL, P.E.

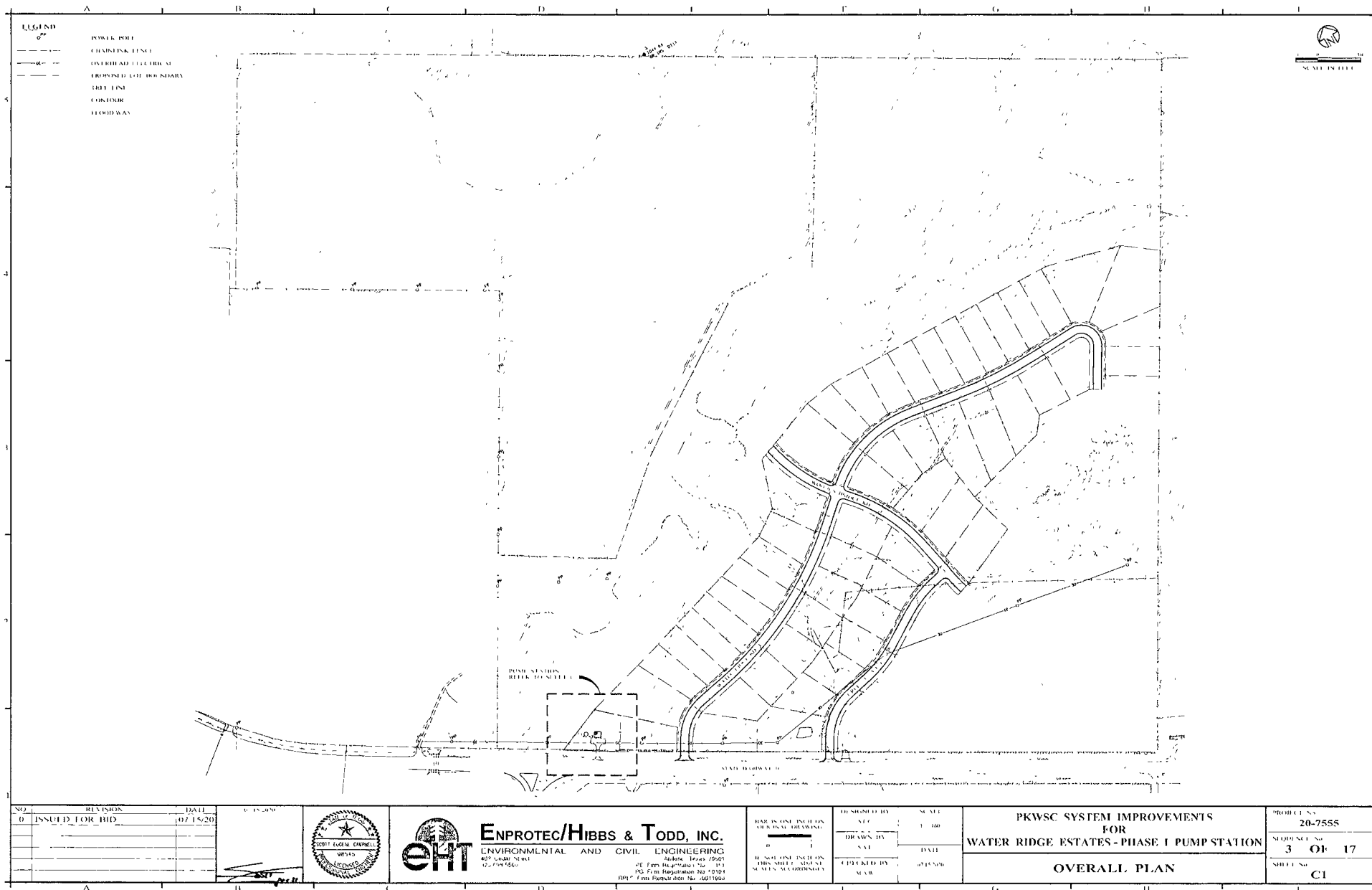


LOCATION MAP
SCALE 1" = 5 MILES



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
Aldene, Texas 79001
PE Firm Registration No. 1151
PG Firm Registration No. 80103
RPLS Firm Registration No. 10011900

PROJECT No.
20-7555
SHEET No.
1 OF 17
SHEET No.
G1



CONSTRUCTION PLANS FOR POSSUM KINGDOM WATER SUPPLY CORPORATION SYSTEM IMPROVEMENTS FOR WATER RIDGE ESTATES - PHASE I

POSSUM KINGDOM
WATER SUPPLY CORPORATION
BOARD OF DIRECTORS

PRESIDENT
TED LEWELLEN

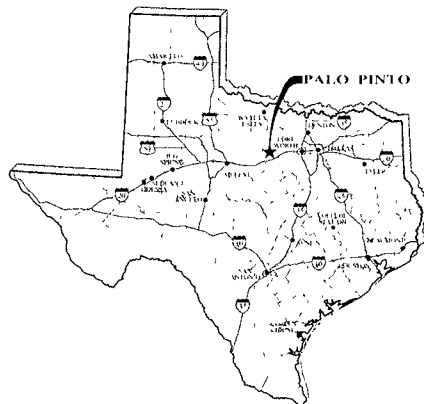
VICE PRESIDENT
MONTY JASPER

SECRETARY/TREASURER
MIKE PATTON

BOARD MEMBERS

JO LYNN MILLER
ROSENDO FERRER
MIRTON FEWELL
RICHARD LASKE
ERIKA CARTER
TOD PAWLEY

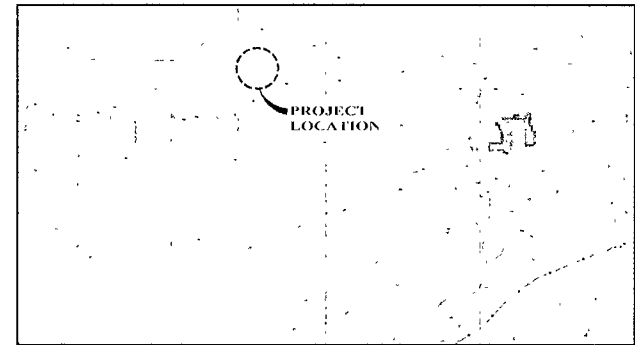
SYSTEM MANAGER
JEREMIAH GORE



VICINITY MAP
NO SCALE



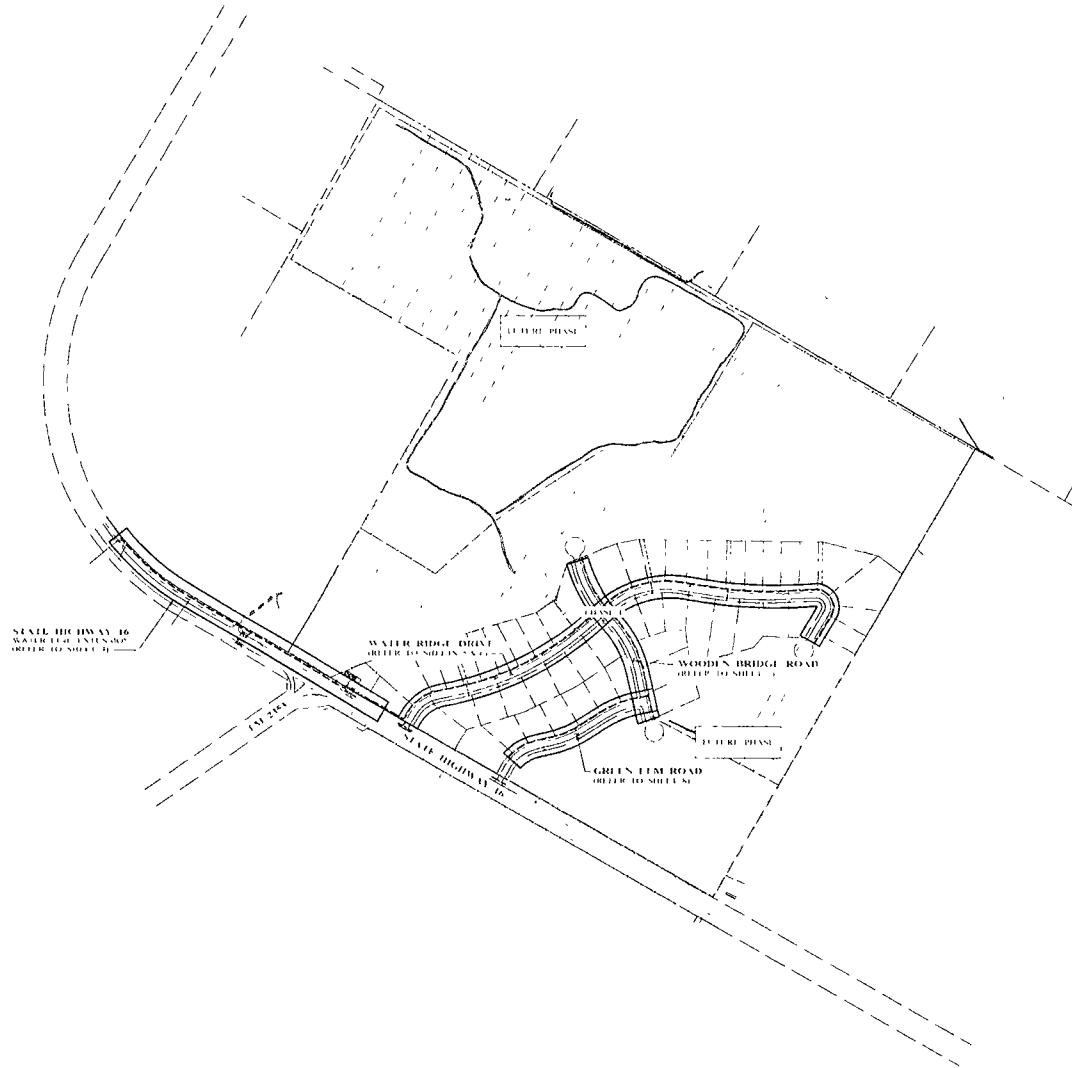
Jonathan A. Baum
JONATHAN AARON BAUM, P.E.



LOCATION MAP
SCALE 1 INCHES



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 "L" Street, Suite 100
22544-1550
Atkins, Texas 76001
11. Firm Registration No. 151
P.E. Firm Registration No. 5010
Adm. by 11mm Registration No. 1001 570



NO.	REVISIONS	DATE

DATE: 10/1/00
[Signature]



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
4175 W. Loop West, Suite 100
Houston, Texas 77062
Tel: 713/865-1111
Fax: 713/865-1112
Web: www.enprotec.com

DATE: 10/1/00
DRAWN BY: EHT
CHECKED BY: EHT
SCALE: 1" = 100'

DESIGNED BY: EHT
SCALE: 1" = 100'
DRAWN BY: EHT
DATE: 10/1/00
CHECKED BY: EHT
DATE: 10/1/00

**PKWSC SYSTEM IMPROVEMENTS
FOR
WATER RIDGE ESTATES - PHASE I**
OVERALL PLAN

PROJECT NO: 7415
SHEET NO: 3 OF 10

Attachment 4
Applicant's Oath

Applicant's Oath

STATE OF TEXAS

COUNTY OF PALO PINTO

I, Jeremiah Gore, being duly sworn, file this Request for Information Response to the application to amend a water CCN, Docket No. 51161 (RFI Response), as the General Manager of Possum Kingdom Water Supply Corporation.

I attest that, in such capacity, I am qualified and authorized to file and verify such RFI Response, am personally familiar with the documents filed with this RFI Response, and have complied with all the requirements contained in the RFI; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the RFI Response is made in good faith.



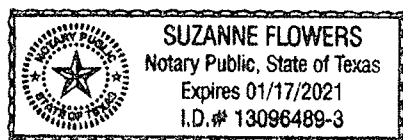
Jeremiah Gore
General Manager
Possum Kingdom Water Supply Corporation
AFFIANT

(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the 24th of September, 2020

SEAL



Suzanne Flowers
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

Suzanne Flowers
PRINT OR TYPE NAME OF NOTARY

My commission expires: 01/17/2021