

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking. Or, you can call our Customer Service team.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers:** In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
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For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

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**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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**Equal Housing Lender**

## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
04/13/16	Loan Drawdown	9895 00000361	916904130000010	2,362,511.83
<b>Total deposits and other credits</b>				<b>\$2,362,511.83</b>

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
04/13	1026	813008692485957	-2,314,951.00	04/27	1029	813009292279234	-5,066.75
04/26	1028*	813008992921470	-215.42	04/25	1030	813008592727902	-36,225.00
<b>Total checks</b>				<b>-\$2,356,458.17</b>			
<b>Total # of checks</b>				<b>4</b>			

\* There is a gap in sequential check numbers


## Service fees

Date	Transaction description	Amount
04/15/16	03/16 ACCT ANALYSIS FEE	-271.10
<b>Total service fees</b>		<b>-\$271.10</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
04/01	20,010.28	04/15	67,300.01	04/26	30,859.59
04/13	67,571.11	04/25	31,075.01	04/27	25,792.84

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# EBH-NH Huffmeister LP Reconciliation Detail

1125 - Checking - G.P., Period Ending 05/31/2016


Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						25,792.84
<b>Cleared Transactions</b>						
<b>Checks and Payments - 10 items</b>						
Bill Pmt -Check	04/21/2016	1027	CA PARTNERS INC.	X	-925.00	-925.00
Bill Pmt -Check	04/28/2016	1031	GARDERE WYNNE...	X	-1,680.00	-2,605.00
General Journal	05/05/2016	15		X	-5,000.00	-7,605.00
Bill Pmt -Check	05/05/2016	1033	HARRIS-GALVEST...	X	-100.00	-7,705.00
Bill Pmt -Check	05/12/2016	1037	Education Based Ho...	X	-1,343,724.00	-1,351,429.00
Bill Pmt -Check	05/12/2016	1038	SANFORD KUHL H...	X	-2,426.25	-1,353,855.25
Bill Pmt -Check	05/12/2016	1036	BROWN & GAY EN...	X	-275.00	-1,354,130.25
Bill Pmt -Check	05/19/2016	1041	NUNN CONSTRUC...	X	-137,338.65	-1,491,468.90
Bill Pmt -Check	05/19/2016	1042	BROWN & GAY EN...	X	-8,925.85	-1,500,394.75
Check	05/31/2016			X	-23.39	-1,500,418.14
Total Checks and Payments					-1,500,418.14	-1,500,418.14
<b>Deposits and Credits - 2 items</b>						
General Journal	05/04/2016	13		X	466.85	466.85
General Journal	05/10/2016	14		X	1,491,556.48	1,492,023.33
Total Deposits and Credits					1,492,023.33	1,492,023.33
Total Cleared Transactions					-8,394.81	-8,394.81
Cleared Balance					-8,394.81	17,398.03
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 2 items</b>						
Bill Pmt -Check	05/19/2016	1040	CA PARTNERS INC.		-925.00	-925.00
Bill Pmt -Check	05/26/2016	1043	BROWN & GAY EN...		-642.98	-1,567.98
Total Checks and Payments					-1,567.98	-1,567.98
Total Uncleared Transactions					-1,567.98	-1,567.98
Register Balance as of 05/31/2016					-9,962.79	15,830.05
<b>Ending Balance</b>					<b>-9,962.79</b>	<b>15,830.05</b>

EBH NH HUFFMEISTER LP  
GP ACCOUNT  
4001 W SAM HOU PKWY N STE 100  
HOUSTON, TX 77043-1236

**Customer service information**

 Customer service: 1.888.400.9009

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P.O. Box 831547  
Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for May 1, 2016 to May 31, 2016

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on May 1, 2016	\$25,792.84
Deposits and other credits	1,492,023.33
Withdrawals and other debits	-0.00
Checks	-1,500,394.75
Service fees	-23.39
<b>Ending balance on May 31, 2016</b>	<b>\$17,398.03</b>

# of deposits/credits: 2

# of withdrawals/debits: 10

# of days in cycle: 31

Average ledger balance: \$177,705.79

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
05/06/16	Counter Credit		813007642253083	466.85
05/10/16	Loan Drawdown	9895 00000361	916905100000010	1,491,556.48

**Total deposits and other credits** **\$1,492,023.33**

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
05/03	1027	813008392704719	-925.00	05/12	1037	813008392646835	-1,343,724.00
05/04	1031*	813004792429374	-1,680.00	05/26	1038	813008992229289	-2,426.25
05/13	1033*	813008492142313	-100.00	05/25	1041*	813008692137676	-137,338.65
05/09	1034	813009492146601	-5,000.00	05/24	1042	813008492825272	-8,925.85
05/17	1036*	813009192883849	-275.00				

**Total checks** **-\$1,500,394.75**

**Total # of checks** **9**

\* There is a gap in sequential check numbers

## Service fees

Date	Transaction description	Amount
05/16/16	04/16 ACCT ANALYSIS FEE	-23.39

**Total service fees** **-\$23.39**

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances


Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
05/01	25,792.84	05/03	24,867.84	05/04	23,187.84

continued on the next page



## Daily ledger balances - continued

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
05/06	23,654.69	05/13	166,387.17	05/24	157,162.93
05/09	18,654.69	05/16	166,363.78	05/25	19,824.28
05/10	1,510,211.17	05/17	166,088.78	05/26	17,398.03
05/12	166,487.17				

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1128

# Meadows at Cypress Creek Reconciliation Report

As Of 06/30/2016  
Account: Checking GP

Statement Ending Balance	23,437.77
Deposits in Transit	0.00
Outstanding Checks and Charges	(642.98)
Adjusted Bank Balance	<u>22,794.79</u>
Book Balance	22,794.79
Adjustments*	0.00
Adjusted Book Balance	<u>22,794.79</u>

Total Checks and Charges Cleared	2,295,018.85	Total Deposits Cleared	2,318,456.62
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	Balance Forward as of Beginning Balance Cut off Date: 05/31/2016	05/31/2016	AUTO ENTRY	15,830.05	
	Compensating initial Open Items entry. Must be cleared on first reconciliation	05/31/2016	AUTO CONTRA	1,567.98	
	MCC - Construction Draw #8	06/13/2016	MCC - Construction Draw #	2,098,760.19	
	MCC - Refund on Duplicate Tax Pmt	06/23/2016		4,748.40	
	MCC - Draw on Construction Loan	06/24/2016		197,550.00	
Total Deposits				<u>2,318,456.62</u>	<u>0.00</u>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
		05/19/2016	1040	925.00	
		05/26/2016	1043		642.98
Education Base Housing, Inc.		06/09/2016	1	1,978,656.00	
BROWN & GAY ENGINEERS		06/16/2016	1045	275.00	
CREEKSIDE NURSERY		06/16/2016	1046	47,510.39	
GARDERE WYNNE SEWELL LLP		06/16/2016	1047	16,665.00	
NUNN CONSTRUCTION, LTD		06/16/2016	1048	27,266.85	
TED TROUT ARCHITECT & ASSOCIATES LTD		06/16/2016	1049	110.00	
GARDERE WYNNE SEWELL LLP		06/16/2016	1050	8,295.00	
GARDERE WYNNE SEWELL LLP	WRONG AMOUNT	06/16/2016	Voided - 1047	(16,665.00)	
NANTUCKET HOUSING LTD		06/23/2016	1051	29,411.36	
AUC GROUP		06/23/2016	1052	197,550.00	
NANTUCKET HOUSING LTD		06/30/2016	1053	5,000.00	
	MCC - Bank Fees	06/30/2016		19.25	
Total Checks and Charges				<u>2,295,018.85</u>	<u>642.98</u>



P.O. Box 15284  
Wilmington, DE 19850

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GP ACCOUNT  
4001 W SAM HOU PKWY N STE 100  
HOUSTON, TX 77043-1236

#### Customer service information

Customer service: 1.888.400.9009

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Bank of America, N.A.  
P.O. Box 831547  
Dallas, TX 75283-1547



Please see the Account Changes section of your statement for details regarding important changes to your account.

## Your Full Analysis Business Checking

for June 1, 2016 to June 30, 2016

Account number: 4880 3854 4833

**EBH NH HUFFMEISTER LP GP ACCOUNT**

### Account summary

Beginning balance on June 1, 2016	\$17,398.03
Deposits and other credits	2,301,058.59
Withdrawals and other debits	-0.00
Checks	-2,294,999.60
Service fees	-19.25
Ending balance on June 30, 2016	\$23,437.77

# of deposits/credits: 3

# of withdrawals/debits: 11

# of days in cycle: 30

Average ledger balance: \$73,210.17

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
06/13/16	Loan Drawdown	9895 00000361	916906130000010	2,098,760.19
06/23/16	Loan Drawdown	9895 00000361	916906230000010	197,550.00
06/23/16	Counter Credit		813004242620689	4,748.40
<b>Total deposits and other credits</b>				<b>\$2,301,058.59</b>

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
06/01	1040	813009792460703	-925.00	06/20	1049	813005392343377	-110.00
06/13	1044*	813008292769274	-1,978,656.00	06/24	1050	813006092511346	-8,295.00
06/21	1045	813009692528472	-275.00	06/23	1051	813004242620685	-29,411.36
06/16	1046	813000642915599	-47,510.39	06/27	1052	813004292548020	-197,550.00
06/21	1048*	813009592403479	-27,266.85	06/30	1053	813006142288820	-5,000.00
				<b>Total checks</b>			<b>-\$2,294,999.60</b>
				<b>Total # of checks</b>			<b>10</b>

\* There is a gap in sequential check numbers


## Service fees

Date	Transaction description	Amount
06/15/16	05/16 ACCT ANALYSIS FEE	-19.25
<b>Total service fees</b>		<b>-\$19.25</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
06/01	16,473.03	06/20	88,937.58	06/24	225,987.77
06/13	136,577.22	06/21	61,395.73	06/27	28,437.77
06/15	136,557.97	06/23	234,282.77	06/30	23,437.77
06/16	89,047.58				

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## **Account Changes**

We want to make sure you stay up-to-date on changes to your accounts.

In an effort to support your understanding of regulatory requirements related to Internet Gambling you are being provided the following reminder: You must not use your account or any Service for illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C Section 5361 et. Seq.

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# Meadows at Cypress Creek Reconciliation Report

1125

As Of 07/31/2016  
Account: Checking GP

Statement Ending Balance	9,118.55
Deposits in Transit	0.00
Outstanding Checks and Charges	(6,367.71)
Adjusted Bank Balance	2,750.84
Book Balance	2,750.84
Adjustments*	0.00
Adjusted Book Balance	2,750.84

Total Checks and Charges Cleared	1,470,118.96	Total Deposits Cleared	1,455,799.74
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw	07/13/2016	MCC - BOA Construction Lo	1,455,156.76	
General Ledger Entry	MCC - Reverse Brown & Gay Inv/Pmt Ck #1043	07/31/2016		642.98	
Total Deposits				1,455,799.74	0.00

## Checks and Charges


Name	Memo	Date	Check No	Cleared	Outstanding
BROWN & GAY ENGINEERS		05/26/2016	1043	642.98	
Education Base Housing, Inc.		07/07/2016	1054	300.00	
LeaseStar LLC		07/14/2016	1055	1,205,670.00	
RealPage Inc		07/14/2016	1056	67.05	
Staples Business Advantage		07/14/2016	1057	3,945.94	
NUNN CONSTRUCTION, LTD		07/14/2016	1058	3.45	
NUNN CONSTRUCTION, LTD	DRAW 9	07/14/2016	1059	45,990.00	
LeaseStar LLC		07/18/2016	1060	172,756.10	
RealPage Inc		07/19/2016	1061	181.22	
BROWN & GAY ENGINEERS		07/19/2016	1062	4,238.88	
CA PARTNERS INC.		07/21/2016	1063	9,698.95	
COSTELLO		07/21/2016	1064		925.00
GARDERE WYNNE		07/21/2016	1065	2,500.00	
SEWELL LLP		07/21/2016	1066	16,466.50	
Novogradac & Company		07/21/2016	1067	800.00	
Staples Business Advantage		07/21/2016	1068	4,667.29	
TED TROUT ARCHITECT & ASSOCIATES LTD		07/21/2016	1069	2,164.05	
AT & T		07/28/2016	1070		283.73
AT&T Uverse		07/28/2016	1071		233.98
CA PARTNERS INC.		07/28/2016	1072		925.00
TED TROUT ARCHITECT & ASSOCIATES LTD		07/28/2016	1073		4,000.00
	MCC - Bank Fees	07/31/2016		26.55	
Total Checks and Charges				1,470,118.96	6,367.71





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## Your Full Analysis Business Checking

for July 1, 2016 to July 31, 2016

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on July 1, 2016	\$23,437.77
Deposits and other credits	1,455,156.76
Withdrawals and other debits	-0.00
Checks	-1,469,449.43
Service fees	-26.55
Ending balance on July 31, 2016	\$9,118.55

# of deposits/credits: 1

# of withdrawals/debits: 16

# of days in cycle: 31

Average ledger balance: \$163,046.56

## **IMPORTANT INFORMATION:**

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
07/13/16	Loan Drawdown	9895 00000361	916907130000010	1,455,156.76
<b>Total deposits and other credits</b>				<b>\$1,455,156.76</b>

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
07/12	1054	813009592794758	-300.00	07/25	1062	813004392769021	-4,238.88
07/15	1055	813004992623585	-1,205,670.00	07/27	1063	813004692195231	-9,698.95
07/18	1056	813005192868818	-67.05	07/25	1065*	813004292452350	-2,500.00
07/18	1057	813005192869258	-3,945.94	07/27	1066	813004692205106	-16,466.50
07/19	1058	813006292362151	-3.45	07/25	1067	813009792199556	-800.00
07/18	1059	813005192905706	-45,990.00	07/27	1068	813007592842111	-4,667.29
07/21	1060	813005792845449	-172,756.10	07/28	1069	813004792899457	-2,164.05
07/25	1061	813004292657241	-181.22				

\* There is a gap in sequential check numbers


## Service fees

Date	Transaction description	Amount
07/15/16	06/16 ACCT ANALYSIS FEE	-26.55
<b>Total service fees</b>		<b>-\$26.55</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
07/01	23,437.77	07/18	222,594.99	07/25	42,115.34
07/12	23,137.77	07/19	222,591.54	07/27	11,282.60
07/13	1,478,294.53	07/21	49,835.44	07/28	9,118.55
07/15	272,597.98				

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1105

# Meadows at Cypress Creek Reconciliation Report

As Of 08/31/2016  
Account: Checking GP

Statement Ending Balance	3,910.70
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	3,910.70
Book Balance	3,910.70
Adjustments*	0.00
Adjusted Book Balance	3,910.70

Total Checks and Charges Cleared	1,281,704.42	Total Deposits Cleared	1,276,496.57
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	BOA - Construction Loan Draw	08/04/2016	BOA - Construction Loan D	1,276,496.57	
Total Deposits				1,276,496.57	0.00

## Checks and Charges


Name	Memo	Date	Check No	Cleared	Outstanding
CA PARTNERS INC.		07/21/2016	1064	925.00	
AT & T		07/28/2016	1070	283.73	
AT&T Uverse		07/28/2016	1071	233.98	
CA PARTNERS INC.		07/28/2016	1072	925.00	
TED TROUT ARCHITECT & ASSOCIATES LTD		07/28/2016	1073	4,000.00	
AUC GROUP		08/04/2016	1074	31,500.00	
Education Base Housing, Inc.		08/04/2016	1075	1,014,046.00	
AUC GROUP		08/11/2016	1076	31,500.00	
BROWN & GAY ENGINEERS		08/11/2016	1077	11,436.00	
COSTELLO		08/11/2016	1078	1,250.00	
NUNN CONSTRUCTION, LTD		08/11/2016	1079	207,197.55	
TED TROUT ARCHITECT & ASSOCIATES LTD		08/11/2016	1080	2,023.22	
NANTUCKET HOUSING LTD		08/11/2016	1081	7,866.53	
AUC GROUP	PAID LAST WEEK	08/11/2016	Voided - 1076	(31,500.00)	
	MCC - Bank Fees	08/31/2016		17.41	
Total Checks and Charges				1,281,704.42	0.00




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#### Customer service information

 Customer service: 1.888.400.9009

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Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for August 1, 2016 to August 31, 2016

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on August 1, 2016	\$9,118.55
Deposits and other credits	1,276,496.57
Withdrawals and other debits	-0.00
Checks	-1,281,687.01
Service fees	-17.41
Ending balance on August 31, 2016	\$3,910.70

# of deposits/credits: 1

# of withdrawals/debits: 13

# of days in cycle: 31

Average ledger balance: \$102,882.62

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
08/04/16	Loan Drawdown	9895 00000361	916908040000010	1,276,496.57
Total deposits and other credits				\$1,276,496.57

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
08/02	1064	813009192584751	-925.00	08/05	1075	813006092283185	-1,014,046.00
08/02	1070*	813009192406163	-283.73	08/17	1077*	813005892052731	-11,436.00
08/02	1071	813009192220353	-233.98	08/15	1078	813005492205384	-1,250.00
08/19	1072	813008192698475	-925.00	08/12	1079	813005192047377	-207,197.55
08/01	1073	813005292075518	-4,000.00	08/19	1080	813004192324096	-2,023.22
08/08	1074	813004492344185	-31,500.00	08/12	1081	813003542842154	-7,866.53
Total checks							-\$1,281,687.01
Total # of checks							12

\* There is a gap in sequential check numbers

## Service fees

Date	Transaction description	Amount
08/15/16	07/16 ACCT ANALYSIS FEE	-17.41
Total service fees		-\$17.41

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
08/01	5,118.55	08/02	3,675.84	08/04	1,280,172.41

continued on the next page

Daily ledger balances - continued

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
08/05	266,126.41	08/12	19,562.33	08/17	6,858.92
08/08	234,626.41	08/15	18,294.92	08/19	3,910.70



1125

# Meadows at Cypress Creek Reconciliation Report

As Of 09/30/2016  
Account: Checking GP

Statement Ending Balance	6,969.33
Deposits in Transit	0.00
Outstanding Checks and Charges	(1,191.79)
Adjusted Bank Balance	<u>5,777.54</u>
Book Balance	5,777.54
Adjustments*	0.00
Adjusted Book Balance	<u>5,777.54</u>

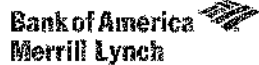
Total Checks and Charges Cleared	809,827.82	Total Deposits Cleared	812,886.45
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Draw #11	09/07/2016	MCC - BOA Construction Dr	812,836.45	
General Ledger Entry	MCC - Bank Error	09/30/2016		50.00	
Total Deposits				<u>812,886.45</u>	<u>0.00</u>

## Checks and Charges


Name	Memo	Date	Check No	Cleared	Outstanding
BROWN & GAY ENGINEERS		09/08/2016	1082	2,378.88	
CA PARTNERS INC.		09/08/2016	1083	1,850.00	
COSTELLO		09/08/2016	1084	5,000.00	
CREEKSIDE NURSERY		09/08/2016	1085	2,546.59	
Education Base Housing, Inc.		09/08/2016	1086	614,388.00	
TED TROUT ARCHITECT & ASSOCIATES LTD		09/08/2016	1087	2,023.22	
NUNN CONSTRUCTION, LTD		09/08/2016	1088	181,616.65	
BROWN & GAY ENGINEERS		09/29/2016	1089		1,191.79
	MCC - Bank Fees	09/30/2016		24.48	
Total Checks and Charges				<u>809,827.82</u>	<u>1,191.79</u>




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HOUSTON, TX 77043-1236

#### Customer service information

 Customer service: 1.888.400.9009

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Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for September 1, 2016 to September 30, 2016

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on September 1, 2016	\$3,910.70
Deposits and other credits	812,836.45
Withdrawals and other debits	-0.00
Checks	-809,753.34
Service fees	-24.48
Ending balance on September 30, 2016	\$6,969.33

# of deposits/credits: 1

# of withdrawals/debits: 8

# of days in cycle: 30

Average ledger balance: \$80,612.14



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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
09/07/16	Loan Drawdown	9895 00000361	916909070000010	812,836.45

**Total deposits and other credits** **\$812,836.45**

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
09/14	1082	813005792588747	-2,378.88	09/09	1086	813005092191688	-614,338.00
09/22	1083	813009692304200	-1,850.00	09/15	1087	813005992475010	-2,023.22
09/12	1084	813005392273350	-5,000.00	09/12	1088	813005292532403	-181,616.65
09/09	1085	813001242488877	-2,546.59				

**Total checks** **-\$809,753.34**

**Total # of checks** **7**

## Service fees

Date	Transaction description	Amount
09/15/16	08/16 ACCT ANALYSIS FEE	-24.48

**Total service fees** **-\$24.48**

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
09/01	3,910.70	09/12	13,245.91	09/15	8,819.33
09/07	816,747.15	09/14	10,867.03	09/22	6,969.33
09/09	199,862.56				

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# Meadows at Cypress Creek Reconciliation Report

As Of 10/31/2016  
Account: Checking GP

Statement Ending Balance	5,867.90
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	<u>5,867.90</u>
Book Balance	5,867.90
Adjustments*	0.00
Adjusted Book Balance	<u>5,867.90</u>

Total Checks and Charges Cleared	1,317,405.75	Total Deposits Cleared	1,316,304.32
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw #12	10/07/2016	MCC - BOA Construction Lo	1,316,304.32	
<b>Total Deposits</b>				<u>1,316,304.32</u>	<u>0.00</u>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
BROWN & GAY ENGINEERS		09/29/2016	1089	1,191.79	
General Ledger Entry	Reversed - MCC - Bank Error	10/01/2016		50.00	
NUNN CONSTRUCTION, LTD		10/06/2016	1090	149,447.25	
Education Base Housing, Inc.		10/06/2016	1091	1,157,915.00	
BROWN & GAY ENGINEERS		10/13/2016	1092	2,206.22	
COSTELLO		10/13/2016	1093	2,500.00	
Gilli Reprographics Inc Houston		10/13/2016	1094	47.63	
Novogradac & Company		10/13/2016	1095	2,000.00	
TED TROUT ARCHITECT & ASSOCIATES LTD		10/13/2016	1096	2,023.22	
	MCC - Bank Fees	10/31/2016		24.64	
<b>Total Checks and Charges</b>				<u>1,317,405.75</u>	<u>0.00</u>





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Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for October 1, 2016 to October 31, 2016

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on October 1, 2016	\$6,969.33
Deposits and other credits	1,316,304.32
Withdrawals and other debits	-50.00
Checks	-1,317,331.11
Service fees	-24.64
Ending balance on October 31, 2016	\$5,867.90

# of deposits/credits: 1

# of withdrawals/debits: 10

# of days in cycle: 31

Average ledger balance: \$182,406.57

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
10/07/16	Loan Drawdown	9895 00000361	916910070000010	1,316,304.32
<b>Total deposits and other credits</b>				<b>\$1,316,304.32</b>

## Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
10/04/16	1-6014575274 : Wrong Amount Correction	0000001086	924610040001571	-50.00
<b>Total withdrawals and other debits</b>				<b>-\$50.00</b>

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
10/03	1089	813009592034239	-1,191.79	10/17	1093	813004692464821	-2,500.00
10/12	1090	813005892734172	-149,447.25	10/18	1094	813005292481516	-47.63
10/11	1091	813005592249608	-1,157,915.00	10/17	1095	813004792611065	-2,000.00
10/17	1092	813004892891321	-2,206.22	10/19	1096	813005592387482	-2,023.22
<b>Total checks</b>							<b>-\$1,317,331.11</b>
<b>Total # of checks</b>							<b>8</b>

## Service fees

Date	Transaction description	Amount
10/17/16	09/16 ACCT ANALYSIS FEE	-24.64
<b>Total service fees</b>		<b>-\$24.64</b>

Note your Ending Balance already reflects the subtraction of Service Fees.



Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
10/01	6,969.33	10/07	1,322,031.86	10/17	7,938.75
10/03	5,777.54	10/11	164,116.86	10/18	7,891.12
10/04	5,727.54	10/12	14,669.61	10/19	5,867.90



# Meadows at Cypress Creek Reconciliation Report

As Of 11/30/2016  
Account: Checking GP

Statement Ending Balance	8,345.96
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	<u>8,345.96</u>
Book Balance	8,345.96
Adjustments*	0.00
Adjusted Book Balance	<u>8,345.96</u>

Total Checks and Charges Cleared	453,447.61	Total Deposits Cleared	455,925.67
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw #13	11/08/2016	MCC - BOA Construction Lo	455,925.67	
Total Deposits				<u>455,925.67</u>	<u>0.00</u>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
CA PARTNERS INC.		11/09/2016	1097	1,850.00	
COSTELLO		11/09/2016	1098	2,500.00	
Education Base Housing, Inc.		11/09/2016	1099	190,939.00	
NUNN CONSTRUCTION, LTD		11/09/2016	1100	256,113.45	
TED TROUT ARCHITECT & ASSOCIATES LTD		11/09/2016	1101	2,023.22	
	MCC - Bank Fees	11/30/2016		21.94	
Total Checks and Charges				<u>453,447.61</u>	<u>0.00</u>




P.O. Box 15284  
Wilmington, DE 19850

EBH NH HUFFMEISTER LP  
GP ACCOUNT  
4001 W SAM HOU PKWY N STE 100  
HOUSTON, TX 77043-1236

#### Customer service information

 Customer service: 1.888.400.9009

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Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for November 1, 2016 to November 30, 2016

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on November 1, 2016	\$5,867.90
Deposits and other credits	455,925.67
Withdrawals and other debits	-0.00
Checks	-453,425.67
Service fees	-21.94
Ending balance on November 30, 2016	\$8,345.96

# of deposits/credits: 1

# of withdrawals/debits: 6

# of days in cycle: 30

Average ledger balance: \$75,873.37

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
11/08/16	Loan Drawdown	9895 00000361	916911080000010	455,925.67
<b>Total deposits and other credits</b>				<b>\$455,925.67</b>

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
11/21	1097	813008692205525	-1,850.00	11/15	1100	813005792219420	-256,113.45
11/14	1098	813009392168714	-2,500.00	11/18	1101	813004292562480	-2,023.22
11/09	1099	813005192180941	-190,939.00				
<b>Total checks</b>							<b>-\$453,425.67</b>
<b>Total # of checks</b>							<b>5</b>

## Service fees

Date	Transaction description	Amount
11/15/16	10/16 ACCT ANALYSIS FEE	-21.94
<b>Total service fees</b>		<b>-\$21.94</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
11/01	5,867.90	11/14	268,354.57	11/18	10,195.96
11/08	461,793.57	11/15	12,219.18	11/21	8,345.96
11/09	270,854.57				

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# Meadows at Cypress Creek Reconciliation Report

As Of 01/31/2017  
Account: Checking GP

Statement Ending Balance	5,479,754.80
Deposits in Transit	0.00
Outstanding Checks and Charges	(71,221.81)
Adjusted Bank Balance	5,408,532.99
Book Balance	5,408,532.99
Adjustments*	0.00
Adjusted Book Balance	5,408,532.99

Total Checks and Charges Cleared	885,719.74	Total Deposits Cleared	6,359,352.07
----------------------------------	------------	------------------------	--------------

## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw #15	01/10/2017	MCC - BOA Construction Lo	928,948.07	
	MCC - Construction Loan Draw	01/11/2017	MCC - Construction Loan D	23,445.00	
	MCC - BOA Equity Installment	01/27/2017	MCC - BOA Equity Installm	5,406,959.00	
Total Deposits				6,359,352.07	0.00

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
TED TROUT ARCHITECT & ASSOCIATES LTD		12/15/2016	1107	2,023.22	
Education Base Housing, Inc.		01/12/2017	1108	840,855.00	
Education Base Housing, Inc.		01/12/2017	1109	662,743.00	
Education Base Housing, Inc.	wrong amount	01/12/2017	Voided - 1108	(840,855.00)	
BROWN & GAY ENGINEERS		01/19/2017	1110	400.77	
CA PARTNERS INC.		01/19/2017	1111		925.00
COATS ROSE		01/19/2017	1112	1,875.00	
COSTELLO		01/19/2017	1113	5,000.00	
DAVID PIWONKA - CY FAIR ISD		01/19/2017	1114		45,265.78
MIKE SULLIVAN		01/19/2017	1115		25,031.03
NANTUCKET HOUSING LTD		01/19/2017	1116	919.91	
SANFORD KUHL HAGAN KUGLE PARKER KAHN LLP		01/19/2017	1117	722.96	
TED TROUT ARCHITECT & ASSOCIATES LTD		01/19/2017	1118	2,023.22	
USI Southwest		01/19/2017	1119	2,034.90	
NUNN CONSTRUCTION, LTD		01/19/2017	1120	207,951.50	
	MCC - Bank Fees	01/31/2017		25.26	
Total Checks and Charges				885,719.74	71,221.81



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## Your Full Analysis Business Checking

for January 1, 2017 to January 31, 2017

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on January 1, 2017	\$6,122.47
Deposits and other credits	6,359,352.07
Withdrawals and other debits	-0.00
Checks	-885,694.48
Service fees	-25.26
Ending balance on January 31, 2017	\$5,479,754.80

# of deposits/credits: 3

# of withdrawals/debits: 11

# of days in cycle: 31

Average ledger balance: \$1,082,578.42

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
01/10/17	Loan Drawdown	9895 00000361	916901100000010	928,948.07
01/11/17	Loan Drawdown	9895 00000361	916901110000010	23,445.00
01/27/17	CORPORATE CREDIT SERVICE - CREDIT EBH-NH HUFFMEISTER LP FDES NTX 0005440 961550		945001274400002	5,406,959.00

**Total deposits and other credits**

**\$6,359,352.07**

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
01/03	1107	813004392505540	-2,023.22	01/20	1116*	813008252947748	-919.91
01/13	1109*	813004192342213	-662,743.00	01/27	1117	813006092535751	-722.96
01/24	1110	813009392387978	-400.77	01/27	1118	813006092744459	-2,023.22
01/31	1112*	813004592284689	-1,875.00	01/24	1119	813001242342781	-2,034.90
01/27	1113	813009792646938	-5,000.00	01/23	1120	813005392035198	-207,951.50

**Total checks** **-5885,694.48**

**Total # of checks** **10**

\* There is a gap in sequential check numbers

## Service fees

Date	Transaction description	Amount
01/17/17	12/16 ACCT ANALYSIS FEE	-25.26

**Total service fees**

**-\$25.26**

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
01/01	6,122.47	01/13	293,749.32	01/24	82,416.98
01/03	4,099.25	01/17	293,724.06	01/27	5,481,629.80
01/10	933,047.32	01/20	292,804.15	01/31	5,479,754.80
01/11	956,492.32	01/23	84,852.65		



# Meadows at Cypress Creek Reconciliation Report

As Of 02/28/2017  
Account: Checking GP

Statement Ending Balance	46,839.77
Deposits in Transit	0.00
Outstanding Checks and Charges	(45,265.78)
Adjusted Bank Balance	1,573.99
Book Balance	1,573.99
Adjustments*	0.00
Adjusted Book Balance	1,573.99

Total Checks and Charges Cleared	5,489,620.78	Total Deposits Cleared	56,705.75
----------------------------------	--------------	------------------------	-----------

## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw #16	02/03/2017	MCC - BOA Construction Lo	56,705.75	
Total Deposits				56,705.75	0.00

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
CA PARTNERS INC.		01/19/2017	1111	925.00	
DAVID PIWONKA - CY		01/19/2017	1114		45,265.78
FAIR ISD					
MIKE SULLIVAN		01/19/2017	1115	25,031.03	
General Ledger Entry	MCC - Construction Loan Paydown	02/06/2017		5,106,959.00	
CA PARTNERS INC.		02/09/2017	1121	925.00	
Education Base Housing, Inc.		02/09/2017	1122	15,000.00	
NANTUCKET HOUSING LTD		02/09/2017	1123	285,000.00	
NUNN CONSTRUCTION, LTD		02/09/2017	1124	51,682.50	
USI Southwest		02/09/2017	1125	4,098.25	
Total Checks and Charges				5,489,620.78	45,265.78





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#### Customer service information

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Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for February 1, 2017 to February 28, 2017

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on February 1, 2017	\$5,479,754.80
Deposits and other credits	56,705.75
Withdrawals and other debits	-5,106,959.00
Checks	-382,661.78
Service fees	-0.00
Ending balance on February 28, 2017	\$46,839.77

# of deposits/credits: 1

# of withdrawals/debits: 8

# of days in cycle: 28

Average ledger balance: \$1,065,438.01



## **IMPORTANT INFORMATION:**

### **BANK DEPOSIT ACCOUNTS**

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
02/03/17	Loan Drawdown	9895 00000361	916902030000010	56,705.75
<b>Total deposits and other credits</b>				<b>\$56,705.75</b>

## Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
02/06/17	B OF A COMMERCIAL LOAN TRAN 00000361	9895	916902060000010	-5,106,959.00
<b>Total withdrawals and other debits</b>				<b>-55,106,959.00</b>

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
02/13	1111	813008492823105	-925.00	02/09	1123	813008452203664	-285,000.00
02/01	1115*	813004792172375	-25,031.03	02/13	1124	813004392509620	-51,682.50
02/17	1121*	813009292323718	-925.00	02/14	1125	813008552686605	-4,098.25
02/09	1122	813006092218847	-15,000.00				

\* There is a gap in sequential check numbers

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
02/01	5,454,723.77	02/09	104,470.52	02/14	47,764.77
02/03	5,511,429.52	02/13	51,863.02	02/17	46,839.77
02/06	404,470.52				

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# Meadows at Cypress Creek Reconciliation Report

As Of 03/31/2017  
Account: Checking GP

Statement Ending Balance	1,567.60
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	<u>1,567.60</u>
Book Balance	1,567.60
Adjustments*	0.00
Adjusted Book Balance	<u>1,567.60</u>

Total Checks and Charges Cleared	134,733.10	Total Deposits Cleared	89,460.93
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw #17	03/07/2017	MCC - BOA Construction Lo	89,460.93	
Total Deposits				<u>89,460.93</u>	<u>0.00</u>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
DAVID PIWONKA - CY FAIR ISD		01/19/2017	1114	45,265.78	
Blazer Building Texas LLC		03/01/2017	1126	45,265.78	
DAVID PIWONKA - CY FAIR ISD		03/01/2017	Voided - 1114	(45,265.78)	
SUMMER ENERGY		03/02/2017	170302	432.55	
BROWN & GAY ENGINEERS		03/08/2017	1127	1,321.75	
NUNN CONSTRUCTION, LTD		03/08/2017	1128	79,740.00	
USI Southwest		03/08/2017	1129	7,973.02	
NUNN CONSTRUCTION, LTD		03/08/2017	Voided - 1128	(79,740.00)	
AUC GROUP		03/14/2017	1130	46,620.00	
NUNN CONSTRUCTION, LTD		03/14/2017	1131	33,120.00	
NANTUCKET HOUSING LTD		03/29/2017	1132	1,561.35	
NANTUCKET HOUSING LTD		03/29/2017	Voided - 1132	(1,561.35)	
Total Checks and Charges				<u>134,733.10</u>	<u>0.00</u>




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## Your Full Analysis Business Checking

for March 1, 2017 to March 31, 2017

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on March 1, 2017	\$46,839.77
Deposits and other credits	89,460.93
Withdrawals and other debits	-432.55
Checks	-134,300.55
Service fees	-0.00
Ending balance on March 31, 2017	\$1,567.60

# of deposits/credits: 1

# of withdrawals/debits: 6

# of days in cycle: 31

Average ledger balance: \$27,872.41

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## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
03/07/17	Loan Drawdown	9895 00000361	916903070000010	89,460.93
Total deposits and other credits				\$89,460.93

## Withdrawals and other debits

Date	Transaction description	Customer reference	Bank reference	Amount
03/06/17	SUMMER ENERGY, L DES:SUMMERENEG ID:M60003985201 INDN:BLAZER BUILDING TEXAS CO ID:1911718107 WEB		902562015074271	-432.55
Total withdrawals and other debits				-\$432.55

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
03/01	1126	813004792415373	-45,265.78	03/16	1130	813005092051700	-46,620.00
03/14	1127	813009292625386	-1,321.75	03/17	1131	813005192689677	-33,120.00
03/14	1129*	813008552977715	-7,973.02				

\* There is a gap in sequential check numbers

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
03/01	1,573.99	03/07	90,602.37	03/16	34,687.60
03/06	1,141.44	03/14	81,307.60	03/17	1,567.60



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# Meadows at Cypress Creek Reconciliation Report

As Of 04/30/2017  
Account: Checking GP

Statement Ending Balance	1,447.71
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	<u>1,447.71</u>
Book Balance	1,447.71
Adjustments*	0.00
Adjusted Book Balance	<u>1,447.71</u>

Total Checks and Charges Cleared	13,455.64	Total Deposits Cleared	13,335.75
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## Deposits


Name	Memo	Date	Doc No	Cleared	In Transit
	MCC - BOA Construction Loan Draw #18	04/04/2017	MCC - BOA Construction Lo	13,335.75	
<b>Total Deposits</b>				<u>13,335.75</u>	<u>0.00</u>

## Checks and Charges


Name	Memo	Date	Check No	Cleared	Outstanding
AUC GROUP		04/05/2017	1133	5,130.00	
COSTELLO		04/05/2017	1134	1,250.00	
NANTUCKET HOUS- ING LTD		04/05/2017	1135	74.35	
Novogradac & Com- pany		04/05/2017	1136	4,000.00	
USI Southwest		04/05/2017	1137	2,955.75	
	MCC - Bank Fees	04/30/2017		45.54	
<b>Total Checks and Charges</b>				<u>13,455.64</u>	<u>0.00</u>

EBH NH HUFFMEISTER LP  
GP ACCOUNT  
4001 W SAM HOU PKWY N STE 100  
HOUSTON, TX 77043-1236

**Customer service information**

 Customer service: 1.888.400.9009

 bankofamerica.com

 Bank of America, N.A.  
P.O. Box 831547  
Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for April 1, 2017 to April 30, 2017

Account number: 4880 3854 4833

**EBH NH HUFFMEISTER LP GP ACCOUNT**

### Account summary

Beginning balance on April 1, 2017	\$1,567.60
Deposits and other credits	13,335.75
Withdrawals and other debits	-0.00
Checks	-13,410.10
Service fees	-45.54
Ending balance on April 30, 2017	\$1,447.71

# of deposits/credits: 1

# of withdrawals/debits: 6

# of days in cycle: 30

Average ledger balance: \$4,592.06

## **IMPORTANT INFORMATION:**

### **BANK DEPOSIT ACCOUNTS**

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking. Or, you can call our Customer Service team.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers:** In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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**Equal Housing Lender**

## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
04/04/17	Loan Drawdown	9895 00000361	916904040000014	13,335.75
Total deposits and other credits				\$13,335.75

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
04/12	1133	813005192801392	-5,130.00	04/10	1136	813009592894791	-4,000.00
04/10	1134	813009592186693	-1,250.00	04/11	1137	813008152142821	-2,955.75
04/06	1135	813008452459541	-74.35				
				Total checks			-\$13,410.10
				Total # of checks			5

## Service fees

Date	Transaction description	Amount
04/17/17	03/17 ACCT ANALYSIS FEE	-45.54
Total service fees		-\$45.54

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
04/01	1,567.60	04/10	9,579.00	04/12	1,493.25
04/04	14,903.35	04/11	6,623.25	04/17	1,447.71
04/06	14,829.00				

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# Meadows at Cypress Creek Reconciliation Report

As Of 05/31/2017  
Account: Checking GP

Statement Ending Balance	14,183.53
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	<u>14,183.53</u>
Book Balance	14,183.53
Adjustments*	0.00
Adjusted Book Balance	<u>14,183.53</u>

Total Checks and Charges Cleared	173,009.37	Total Deposits Cleared	185,745.19
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## Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
	MCC _ BOA Construc- tion Draw #19	05/05/2017	MCC _ BOA Construc- tion Dr	185,745.19	
Total Deposits				<u>185,745.19</u>	<u>0.00</u>

## Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
COSTELLO		05/10/2017	1138	3,750.00	
NANTUCKET HOUS- ING LTD		05/10/2017	1139	86.85	
SANFORD KUHL HA- GAN KUGLE PARKER KAHN LLP		05/10/2017	1140	3,368.75	
AUC GROUP		05/17/2017	1141	15,600.00	
NANTUCKET HOUS- ING LTD	REPAY BROWN & GAY INVOICES	05/17/2017	1142	19,488.16	
NUNN CONSTRUC- TION, LTD		05/17/2017	1143	150,178.05	
NANTUCKET HOUS- ING LTD	REPAY BROWN & GAY INVOICES	05/17/2017	Voided - 1142	(19,488.16)	
	MCC - Bank Fees	05/31/2017		25.72	
Total Checks and Charges				<u>173,009.37</u>	<u>0.00</u>



P.O. Box 15284  
Wilmington, DE 19850

EBH NH HUFFMEISTER LP  
GP ACCOUNT  
4001 W SAM HOU PKWY N STE 100  
HOUSTON, TX 77043-1236

#### Customer service information

Customer service: 1.888.400.9009

bankofamerica.com

Bank of America, N.A.  
P.O. Box 831547  
Dallas, TX 75283-1547

## Your Full Analysis Business Checking

for May 1, 2017 to May 31, 2017

Account number: 4880 3854 4833

EBH NH HUFFMEISTER LP GP ACCOUNT

### Account summary

Beginning balance on May 1, 2017	\$1,447.71
Deposits and other credits	185,745.19
Withdrawals and other debits	-0.00
Checks	-172,983.65
Service fees	-25.72
Ending balance on May 31, 2017	\$14,183.53

# of deposits/credits: 1

# of withdrawals/debits: 6

# of days in cycle: 31

Average ledger balance: \$106,206.89

## **IMPORTANT INFORMATION:**

### **BANK DEPOSIT ACCOUNTS**

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**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers: In case of errors or questions about your electronic transfers** - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you for, and you agree to not make a claim against us for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us at the telephone number listed on the front of this statement to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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**Equal Housing Lender**

## Deposits and other credits

Date	Transaction description	Customer reference	Bank reference	Amount
05/05/17	Loan Drawdown	9895 00000361	916905050000014	185,745.19
Total deposits and other credits				\$185,745.19

## Checks

Date	Check #	Bank reference	Amount	Date	Check #	Bank reference	Amount
05/15	1138	813009292813079	-3,750.00	05/22	1141	813004992922858	-15,600.00
05/11	1139	813008252569112	-86.85	05/22	1143*	813004892711446	-150,178.05
05/19	1140	813004692723346	-3,368.75				
				Total checks		-\$172,983.65	
				Total # of checks		5	

\* There is a gap in sequential check numbers

## Service fees

Date	Transaction description	Amount
05/15/17	04/17 ACCT ANALYSIS FEE	-25.72
Total service fees		-\$25.72

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
05/01	1,447.71	05/11	187,106.05	05/19	179,961.58
05/05	187,192.90	05/15	183,330.33	05/22	14,183.53

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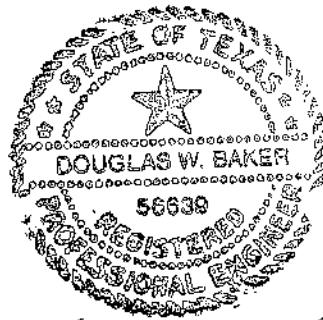


Nantucket Housing, LLC

ORIGINAL

Contract Documents and Specifications  
for Construction of

**Meadows at Cypress Creek Wastewater  
Treatment Plant Phase One**



*Douglas W. Baker*  
10-23-15

October 2015



TBPE Registration No. F-1046

10777 Westheimer, Suite 400  
Houston, Texas 77042  
281-558-8700

Contract Documents and Specifications  
for Construction of

**Meadows at Cypress Creek Wastewater  
Treatment Plant Phase One**

**CONTENTS**

- I. INVITATION TO BIDDERS
- II. INSTRUCTIONS TO BIDDERS
- III. BID
- IV. STANDARD FORM OF AGREEMENT
- V. PERFORMANCE BOND (Not required)
- VI. PAYMENT BOND (Not required)
- VII. MAINTENANCE BOND (Not required)
- VIII. CONTRACTOR'S WAIVERS AND LIEN RELEASES
  - Conditional Waiver and Release on Progress Payment
  - Unconditional Waiver and Release on Progress Payment
  - Conditional Waiver and Release on Final Payment
  - Unconditional Waiver and Release on Final Payment
- IX. STANDARD GENERAL CONDITIONS
- X. SUPPLEMENTARY CONDITIONS
- XI. STANDARD SPECIFICATIONS
- XII. TECHNICAL SPECIFICATIONS



## INVITATION TO BIDDERS

Sealed bids addressed to **Nantucket Housing, LLC**, will be received in the office of Brown & Gay Engineers, Inc., 10777 Westheimer, Suite 400, Houston, Texas, 77042 until **2:30 p.m., Monday, August 31, 2015**, at which time all bids will be opened privately for the furnishing of all material, equipment, labor and supervision necessary or incidental to the **"Construction of Meadows at Cypress Creek Wastewater Treatment Plant Phase One."**

### Scope of Project:

Contractor to furnish and install a proposed 0.0275 MGD prefabricated WWTP and site work associated with the installation. Work to include but not limited to supply of a 0.0275 MGD prefabricated WWTP Facility including aeration chambers, sludge aerobic digester unit (dual stage), air distribution system, walkways, stairs with landings, airlift pumps, interconnecting piping, field painting, water lines and hose bibs for non-potable system, and blowers as required in the drawings and specifications for 0.0275 MGD prefabricated WWTP. Work shall also include offloading, positioning and hooking up the 0.0275 MGD prefabricated WWTP to the existing yard piping.

There will be a pre-bid meeting on **Friday, August 21, 2015 at 10:00 a.m.** at the office of the Engineer. Attendance is not mandatory.

Plans and bid documents are available for download at no charge at [www.civcastusa.com](http://www.civcastusa.com) search **2913-02 (FL)**.

There will be no bid security required for this project. The Owner reserves the right to reject any or all bids.

## INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8)(1990 Edition) have the meanings assigned to them in the General Conditions.

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office - the office from which the Bidding Documents are prepared and where the bidding procedures are to be administered. For this project the issuing office is Brown & Gay Engineers, Inc., 10777 Westheimer, Suite 400, Houston, Texas 77042 (phone 281-558-8700).

1.3. Successful Bidder - the most qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.4. Owner - the Owner is understood to be **Nantucket Housing, LLC**. Funding for the project will be provided in accordance with the terms and conditions described in the Special Conditions of Agreement.

### 2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents in the number and for the purchase price, if any, stated in the Invitation to Bidders may be obtained from [www.civcastusa.com](http://www.civcastusa.com).

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder **must** submit with their bid a Qualification Statement form detailing written evidence such as financial data, proposed sub-contractors, present commitments, previous experience, equipment lists, evidence of authority to conduct business in the State of Texas and other such data as required to evaluate the Bidder's capability to perform the Work described in the Bidding Documents. Contractor must use attached form provided by the Engineer as **Exhibit "A."**

### 4. Examination of Contract Documents and Site.

4.1. It is the responsibility of each Bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Reference is made to the Supplementary Conditions for identification of:

4.2.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. Bidder may not rely upon the data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2. Copies of such subsurface reports will be made available by Owner to any Bidder on request. Those reports are not part of the Contract Documents and are not a warranty of surface or subsurface conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" contained therein. Bidder acknowledges that Owner and Engineer disclaim any responsibility for the accuracy, true location, and extent of the soils, surface, and subsurface investigations that have been prepared by others and disclaim responsibility for Bidder's interpretation of or conclusions or opinions drawn from such reports, e.g., without limitations, projecting soil-bearing values, rock profiles, soil stability and the presence, level and extent of underground water. Bidder is expected to examine the site and such reports and then decide for itself the character of the materials to be encountered.

4.3. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof or for Bidder's interpretation of or conclusions or opinions drawn from such information and data. The Contractor is advised to coordinate closely with Engineer and Operator prior to the commencement of any underground construction activities. Such information and data is not a part of the Contract Documents and is not a warranty of subsurface conditions.

4.4 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.6 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by the Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide, to each Bidder for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, method, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **5. Availability of Lands for Work, etc.**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

## **6. Interpretations and Addenda.**

6.1. All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda. All parties recorded by the Engineer as having received the Bidding Documents will be called and the addendum will be mailed or transmitted by electronic facsimile. The eligible party has the option to pick up the addendum at the Engineer's Office and sign required documentation list. Questions received less than 72 hours prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **7. Bid Security (NOT REQUIRED)**

## **8. Contract Times.**

The number of days (working days) within which, or the dates by which, the Work is to be completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

## **9. Liquidated Damages.**

Provisions for liquidated damages, if any, are set forth in the Agreement.

## **10. Substitutes and "Or-Equal" Items.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a Substitutes or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Special Specifications.

## **11. Subcontractors, Suppliers and Others.**

11.1. If the Supplementary Conditions require or if the Owner requests the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next most qualified, responsible, and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## **12. Bid Form.**

12.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from [www.civcastusa.com](http://www.civcastusa.com).

12.2. All blanks on the Bid Form must be completed in ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in ink below the signature.

12.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12.9. The bid price shall include such amount as the Bidder deems proper for overhead and profit.

### **13. Submission of Bids.**

Bids shall be submitted at the time and place indicated in the Invitation to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids not received by the time or at the location specified will be returned unopened to the Bidder.

### **14. Modification and Withdrawal of Bids.**

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be retained by the Owner. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

### **15. Opening of Bids.**

Bids will be opened privately. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of Bids.

### **16. Bids to Remain Subject to Acceptance.**

All Bids will remain subject to acceptance for ninety days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

## **17. Award of Contract.**

17.1. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2. In evaluating Bids, Owner will consider the qualifications of Bidders, compliance with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5. If the contract is to be awarded, it will be awarded to the most qualified, responsible, and responsive Bidder whose evaluation by Owner indicates to Owner that the award will be most advantageous to Owner and result in the best and most economical completion of the Project.

17.6. If the contract is to be awarded, Owner will give Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

## **18. Contract Security.**

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

## **19. Signing of Agreement.**

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

## **20. Pre-bid Conference.**

A pre-bid conference will be held at the time and place indicated in the Invitation to Bidders. Representatives of Owner and Engineer will be present to discuss the project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **21. Retainage.**

An amount equal to ten percent of the amount of each monthly estimate (in accordance with current state laws) will be retained by the Owner until final payment under the Contract is approved.

## **22. Permits.**

The successful bidder shall be responsible for obtaining all required permits, including, but not limited, to the following:

Regulations of Harris County, Texas for Flood Plain Management regarding placement of fill.

Permit for construction within existing Harris County street right-of-way, as applicable.

## **23. Locations for Examining Contract Documents.**

Bidders may examine the contract documents for these contracts at [www.civcastusa.com](http://www.civcastusa.com).

## **24. Workers' Compensation Insurance Coverage.**

### **(A) Definitions**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

### **(B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.**



- (C) The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
- (D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner, showing that the coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on the project, and provide to the Owner:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (F) The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (H) The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide service on a project to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011 (44) for all its employees providing services on the project, for the duration of the project;
  - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project; and
  - (7) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

## BID

### BID for "Construction of Meadows at Cypress Creek Wastewater Treatment Plant Phase One (Facility Lease)."

#### Nantucket Housing, LLC

c/o Brown & Gay Engineers, Inc.  
10777 Westheimer, Suite 400  
Houston, Texas 77042

AUC Group, L.P.  
By: AUC Management LLC  
a Texas limited liability company  
its sole general partner

CONTRACTOR:

(Legal Name of Company)

ADDRESS:

1800 Augusta Drive, Suite 108, Houston, Texas 77057

County: Harris

TELEPHONE:

713-983-3255

FAX:

713-983-3250

E-MAIL:



trueller@aucgroup.net

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within seven days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
<u>Addendum 1</u>	<u>8/24/2015</u>	<u></u>
<u>Addendum 2</u>	<u>8/25/2015</u>	<u></u>

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

**Nantucket Housing, LLC  
Meadows at Cypress Creek Wastewater  
Treatment Plant Phase One**

**Bid Form**

X:\Blazer Building Texas\Lodge at Huffmeister\_2913-02\_WWTP\08\_Construction\02\_BiddingPhase\Lease\20150812\_BIDFORM.xlsx\Sheet1

ITEM	QUANTITY & UNIT	UNIT COST	ITEM TOTAL
------	--------------------	--------------	---------------

**UNIT A: BASE BID ITEMS**

1. Contractor to furnish and install a proposed 0.0275 MGD prefabricated WWTP (general site work to be supplied and executed by others in separate construction contract). Work to include but not limited to supply of a 0.0275 MGD prefabricated WWTP Facility including headworks, aeration chambers, clarifier (sized for ultimate phase), chlorine contact basin (sized for ultimate phase), sludge aerobic digester unit (dual stage), air distribution system, walkways, stairs with landings, airlift pumps, interconnecting piping, field painting, water lines and hose bibs for non-potable system, blowers, as required in the drawings and specifications for 0.0275 MGD prefabricated WWTP. Work shall also include offloading, positioning and hooking up the 0.0275 MGD prefabricated WWTP to yard piping, Complete In Place	1 LS	\$ 312,000.00	\$ 312,000.00
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**TOTAL BID**

**\$ 312,000.00**

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **120 calendar days** after the date when the Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on August 31, 20 15.

State Contractor License No. \_\_\_\_\_

**INDIVIDUAL:**

(individual) \_\_\_\_\_ (Seal)  
doing business as \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

**PARTNERSHIP:**

By (firm) AUC Group, L.P. (Seal)  
(General Partner) AUC Management LLC  
Business Address 1800 Augusta Drive, Suite 108 Houston, Texas 77057  
Business Phone 713-983-3255

**CORPORATION:**

By (corp.) \_\_\_\_\_ (Seal)  
State of Incorporation \_\_\_\_\_  
By (person authorized) \_\_\_\_\_  
Title \_\_\_\_\_

Attest (Secretary) \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_  
Date of Qualification to do business is \_\_\_\_\_

**JOINT VENTURE:**

By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
Address & Phone No. for official communications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of \_\_\_\_\_, 20\_\_ by and between  
**Nantucket Housing, LLC** (hereinafter called OWNER) and

**AUC Group, L.P.  
By: AUC Management, L.L.C.  
a Texas limited liability  
company its sole general partner**

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth,  
agree as follows:

**Article 1. WORK.**

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

**Construction of Meadows at Cypress Creek  
Wastewater Treatment Plant Phase One  
Contract Amount: \$312,000.00**

**Article 2. ENGINEER.**

The project has been designed by Brown & Gay Engineers, Inc., 10777 Westheimer, Suite  
400, Houston, Texas 77042 (phone 281-558-8700) who is hereinafter called ENGINEER  
and who is to act as OWNER'S representative, assume all duties and responsibilities and  
have the rights and authority assigned to ENGINEER in the Contract Documents in  
connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

The Work will be completed and ready for final payment in accordance with paragraph 14. 13  
of the General Conditions within **120 calendar days** after the date when the Contract Times  
commence to run.

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and  
that OWNER will suffer financial loss if the Work is not completed within the times specified  
in the above paragraph, plus any extensions thereof allowed in accordance with Article 12  
of the General Conditions. They also recognize the delays, expense and difficulties involved  
in ascertaining and proving 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)  
CONTRACTOR shall pay OWNER **Five Hundred Dollars (\$500.00)** for each day that  
expires after the time specified in the above paragraph for completion and readiness for final  
payment. OWNER and CONTRACTOR agree that such amount is a reasonable forecast of  
the damages OWNER will sustain per day that the work remains uncompleted. OWNER  
shall have the option of deducting the amount of any liquidated damages from any monies  
that may be owed to CONTRACTOR or to recover such amount from the CONTRACTOR or  
its Sureties, at CONTRACTOR'S expense.

#### **Article 4. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Bid Proposal and any subsequent change orders thereto.

#### **Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and Supplemental Conditions.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and in conformance with the procedures described in the General Conditions. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and on the number of units of each bid item completed). Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data".

CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents, are not a warranty of surface or subsurface conditions, and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of the information and data relating to surface or subsurface conditions or with respect to Underground Facilities at or contiguous to the site or CONTRACTOR'S interpretation of such information and data. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise

which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS.**

1. This Agreement and Special Conditions of Agreement
2. Exhibits to this Agreement
3. Performance, Payment, and other Bonds identified
4. Invitation to Bidders
5. Instructions to Bidders
6. Notice to Proceed
7. General Conditions
8. Supplementary Conditions
9. Standard and Special Specifications
10. Construction Drawings
11. Addenda
12. CONTRACTOR'S Bid
13. Documentation submitted by CONTRACTOR prior to Notice of Award
14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

#### **Article 8. INDEMNITY PROVISIONS.**

**THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS ATTACHED TO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.**



EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, AND ALL OTHER ATTACHMENTS TO THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT, THE GENERAL, SPECIAL, AND SUPPLEMENTARY CONDITIONS, OR ANY OTHER ATTACHMENTS TO THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

#### **Article 9. MISCELLANEOUS.**

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, successors, assigns, and legal representatives to the other party hereto, its officers, directors, shareholders, partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on 10-29, 2015 (which is the effective date of the Agreement).

OWNER: Nantucket Housing, LLC

By: [Signature] President

Attest: [Signature] VP

Address for giving notices:  
9219 Katy Freeway, Suite 200  
Houston, TX 77024

CONTRACTOR:

AUC Group, L.P.

By: AUC Management LLC  
a Texas limited liability company  
its sole general partner

By: [Signature]

Todd Mueller, President

(CORPORATE SEAL)

Attest: [Signature]

Sharon Jackson, Project Coordinator

Address for giving notices:

1800 Augusta Drive, Suite 108  
Houston, Texas 77057

License No. n/a

Agent for service of process: n/a

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2015

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 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).

<b>PRODUCER</b> The Simkiss Agency, Inc. P. O. Box 1787 2 Paoli Office Park Paoli, PA 19301	<b>CONTACT NAME:</b> Brian McDermott <b>PHONE (A/C, No, Ext):</b> 610 727-5300 <b>FAX (A/C, No):</b> 610-727-5414 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> AUC Group, LP 1800 Augusta Dr Ste 108 Houston, TX 77057	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Casualty &amp; Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER C: AGCS Marine Insurance Co.</td> <td>22837</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of CT	25682	INSURER B: Travelers Casualty & Surety Co	19038	INSURER C: AGCS Marine Insurance Co.	22837	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
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INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		DTCO492D7024	03/31/2015	03/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA492D7000	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		DTSMCUP5643B520	03/31/2015	03/31/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	DTAUB492D6906	03/31/2015	03/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Install. Fltr./ Bldrs. Risk</b>		MZI93040813	03/31/2015	03/31/2016	\$525,000 Per Proj. \$525,000 Storage Loc. Limit

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

Re: Construction of a 275,000 GPD WWTP

Nantucket Housing, LLC and Brown & Gay Engineers, Inc. are included as additional insureds as required by written contract. Waiver of subrogation applies in favor of the additional insureds when required by written contract and where permissible by law.

## CERTIFICATE HOLDER

## CANCELLATION

Nantucket Housing LLC  
 c/o Brown & Gay Engineers  
 10777 Westheimer  
 Suite 400  
 Houston, TX 77042

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

Brian C Black

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**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

PROJECT     **Construction of Meadows at Cypress Creek Wastewater Treatment Plant  
Phase One**

JOB NO.     2913-02

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Nantucket Housing, LLC** (owner) located at 12321 Huffmeister Road, Cypress, Texas 77429 (location) to the following extent: SEE ABOVE (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.