

**AGENDA  
 FERRIS CITY COUNCIL  
 CITY OF FERRIS  
 A GENERAL LAW MUNICIPAL CORPORATION OF THE  
 STATE OF TEXAS, ELLIS COUNTY  
 AT THE  
 COUNCIL CHAMBERS  
 215 W. SIXTH STREET, FERRIS, TEXAS 75125  
6:00 P.M. TUESDAY, FEBRUARY 16, 2016**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FERRIS WILL MEET IN REGULAR SESSION AT 6:00 P.M. ON THE 16<sup>TH</sup> DAY OF FEBRUARY, 2016 AT ITS REGULAR MEETING PLACE AT 215 W. SIXTH STREET, FERRIS, TEXAS FOR THE PURPOSE OF CONSIDERING:**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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**COUNCIL BUSINESS**

- |    |  |   |
|----|--|---|
| 1. | Call to order.   | 0 |
|    | <ul style="list-style-type: none"> <li>• Invocation</li> <li>• Pledge of Allegiance</li> </ul> |   |
| 2. | Roll call to determine the presence of a quorum.   | 1 |

**CONSENT AGENDA – CITY COUNCIL**

- |    |  |   |
|----|--|---|
| 3. | All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council. |   |
|    | <ul style="list-style-type: none"> <li>• Minutes of January 4, 2016 City Council meeting</li> <li>• Expenditures for the periods ending January 27, 2016, January 29, 2016, February 5, 2016, and February 10, 2016.</li> </ul>  | 2 |

Sep. Cov.

**PUBLIC COMMENT**

4. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action. Ø

**INTRODUCTION OF NEW EMPLOYEE**

5. Introduction of Police Officer Aaron Robledo. Ø
- *Presented by Eddie Salazar, Police Chief*

**NEW BUSINESS**

6. Discussion, consideration, and action as may be appropriate regarding appointing Karen Carreon to the Ferris Housing Authority Board. 6
- *Presented by Destiny Wright, City Secretary*
7. Swearing in of Karen Carreon to the Ferris Housing Authority Board. Ø
8. Discussion, consideration, and action as may be appropriate regarding the bid award for the monitoring and abatement of asbestos at the Ferris Senior Center Building located at 211 E. Eighth Street. 7
- *Presented by Bill Jordan, Chief Building Official*

**RESOLUTION**

9. Discussion, consideration, and action as may be appropriate regarding Resolution No. R-16-195 ordering a General Election to be held on May 7, 2016 for the purpose of electing the Mayor, City Council Place One and City Council Place Four, providing for such election to be jointly held with the Ferris Independent School District, and authorizing the Mayor to execute a contract with Ellis County for election services and equipment. 76
- *Presented by Destiny Wright, City Secretary*

**CLOSING**

10. Adjourn. 0

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**Executive Session Reservation**

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gift), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits) and 551.087 (Deliberation Regarding Economic Development Negotiations).

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**Disability Assistance and Accommodation**

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at (972) 544-2110 two working days prior to the meeting so that appropriate arrangements can be made.

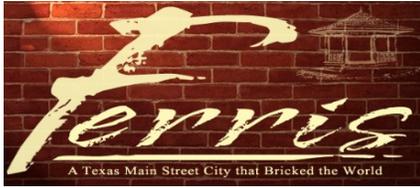
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I, DESTINY LUSK WRIGHT, HEREBY CERTIFY THE FOREGOING NOTICE WAS POSTED ON OR BEFORE THE 12<sup>TH</sup> DAY OF FEBRUARY, 2016 BY 5:00 P.M.

*Destiny Wright*

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DESTINY LUSK WRIGHT  
CITY SECRETARY



# City Council

## Meeting Attendance Record 2015-2016

City Council		Oct.		Nov.		Dec.			Jan.					Feb.		March		April		May		June		July		Aug.		Sept.		
Title	Name	5	19	2	16	7	19	21	4	9	19	27	29	30	1	16	7	21	4	18	2	16	6	20	5	18	1	15	6	19
Mayor	Micheal Driggars	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Alderman, Place 1	James Starr	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Mayor Pro Tem	Jay Walsh	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Alderman, Place 3	Bobby Lindsey	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Alderman, Place 4	Gary Ross	A	A	P	P	P	P	P	P	P	P	P	P	P	A															
Alderman, Place 5	Carol Wright	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
	Total:	5	5	6	6	6	6	6	6	6	6	6	6	6	5															

City Staff		Oct.		Nov.		Dec.			Jan.					Feb.		March		April		May		June		July		Aug.		Sept.		
Title	Name	5	19	2	16	7	19	21	4	9	19	27	29	30	1	16	7	21	4	18	2	16	6	20	5	18	1	15	6	19
City Manager	Carl Sherman	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
City Secretary	Destiny Wright	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
City Attorney	Kent Hofmeister	A	A	A	A	A	A	A	A	A	P	A	A	A	A															
I.T. Director	Doug Childers	P	P	P	P	P	A	P	A	A	P	A	A	A	P															
Finance Director	Melissa Gonzalez	P	P	P	P	P	P	P	P	P	P	P	P	P	P															
Library Director	Kathy Harrington	P	P	P	P	P	A	P	A	A	P	A	A	A	A															
Chief Building Official	Bill Jordan	P	P	P	A	P	P	P	P	P	P	P	A	P	P															
Interim Fire Chief	Tom Leverentz	-	-	-	-	-	A	P	A	A	P	P	A	A	P															
Budget/H.R. Director	Trudy Lewis	-	-	-	-	-	-	P	P	P	P	P	A	A	P															
Police Chief	Eddie Salazar	-	-	P	P	P	A	P	A	A	P	P	A	P	P															
Pub. Wrks. Supervisor	Eric Moss	-	-	-	-	-	-	-	-	-	-	-	-	-	-															
	Total:	9	10	9	8	9	4	9	5	5	10	7	3	5	8															

Mayor, "Will the City Secretary call the roll?"

*The City Secretary calls each Member's position and name.*

*They respond if they are present.*

City Secretary, "Mayor, a quorum is present."

P	Present
A	Absent

**STATE OF TEXAS  
COUNTY OF ELLIS**

**THE FERRIS CITY COUNCIL MET IN A JOINT SESSION WITH THE FERRIS ISD SCHOOL BOARD JANUARY 4, 2016 AT 6:00 P.M. AT THE FERRIS ISD BOARD ROOM LOCATED AT 301 E. FIFTH STREET, FERRIS, TEXAS.**

<b>COUNCIL ATTENDANCE</b>		
Mayor	Micheal Driggars	P
Alderman, Place 1	James Starr	P
Mayor Pro Tem	Jay Walsh	P
Alderman, Place 3	Bobby Lindsey	P
Alderman, Place 4	Gary Ross	P
Alderman, Place 5	Carol Wright	P

<b>STAFF ATTENDANCE</b>		
City Manager	Carl Sherman	P
City Secretary	Destiny Wright	P
City Attorney	Kent Hofmeister	A
Budget/H.R. Director	Trudy Lewis	P
Interim Fire Chief	Tom Leverentz	A
I.T. Director	Doug Childers	A
Finance Director	Melissa Gonzalez	P
Library Director	Kathy Harrington	A
Chief Building Official	Bill Jordan	P
Police Chief	Eddie Salazar	A
Public Works Director	Red Taylor	A

<b>BOARD ATTENDANCE</b>		
Place 1	Mike Moffitt	A
Place 2	Jorge Lopez	P
Board Vice President	Robert Scott	P
Place 4	Mellissa Salas	P
Board President	Thomas Griffith	P
Place 6	Ricardo Rodriguez	P
Secretary	Lee Longino	P

*The numbering below tracks that of the agenda, whereas the actual order of consideration may have varied.*

**COUNCIL BUSINESS**

**1. Call to order.**

- **Invocation**
- **Pledge of Allegiance**

President Griffith called the Ferris ISD School Board to order at 6:09 P.M.

Mayor Driggars called the City Council to order at 6:12 P.M.

The invocation was given by Pastor Brian Smith of First Baptist Ferris. President Griffith led the Pledge of Allegiance.

**2. Roll call of the City Council to determine the presence of a quorum.**

City Secretary Wright called roll and determined that a quorum of the City Council was present.

Mayor Driggars welcomed everyone to the meeting and introduced City Staff in attendance. Carl Campbell of Trinity Industries, Perry Molubhoy of The Atlantic Group, Brian Guenzel of SJR Planning Consultants, and Bea Wallace were also introduced.

**3. Roll call of the Ferris ISD School Board to determine the presence of a quorum.**

Superintendent James Hartman announced that a quorum of the School Board was present.

Superintendent James Hartman welcomed everyone to the meeting and introduced Ferris ISD Staff in attendance.

**EXECUTIVE SESSION**

**4. Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551 of the Texas Government Code. Such closed meetings may be held only for the purpose of discussion and no action may be taken or votes cast to reach a decision by the City Council until the City Council has reconvened into open public session. Specifically, the section identified under Chapter 551 that allows a closed meeting to take be held is:**

- ***Section 072, Deliberation Regarding Real Property, A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on the position of the governmental body in negotiations with a third person.***

**5. Adjourn the Public Meeting.**

Prior to the adjournment of the Public Meeting for Executive Session, City Manager Carl Sherman gave a presentation “Ferris First: Land Swap to Boost City of Ferris Economy and Improve Quality of Life for Ferris Residents”.

Mr. Perry Molubhoy explained that some cities are able to lease their land to hotels. He gave the City of Amarillo as an example.

City Manager Carl Sherman played a video of Ray Wallace speaking in regards to the economic development status of the City of Ferris. City Manager Carl Sherman expressed his sincere appreciation to the Wallace's for all they have done for the City. Mr. Sherman then turned the floor over to Bea Wallace. Mrs. Wallace expressed her concerns regarding water, high speed internet, and I-45 development.

Ferris ISD Board Member Jorge Lopez arrived to the meeting at 6:29 P.M.

Mayor Driggars adjourned the City Council public meeting at 6:30 P.M.

President Griffith adjourned the Ferris ISD public meeting at 6:31 P.M.

**6. Conduct Executive Session as authorized by Section 551.072 of the Texas Government Code – *Deliberation Regarding Real Property.***

**7. Reconvene into Open Session.**

Mayor Driggars reconvened the City Council into open session at 8:12 P.M.

President Griffith announced the Ferris ISD would take a recess and return to Executive Session.

President Griffith reconvened the Ferris ISD into open session at 9:04 P.M.

**8. Action as a result of the above-listed Executive Session.**

Alderman Starr moved to authorize the City Manager to gather data as it relates to potential development: costs incurred by city and developer as well as funding. Seconded by Alderman Ross. For: Unanimous. The motion carried 5-0-0.

No action taken by Ferris ISD.

**CLOSING – FERRIS ISD SCHOOL BOARD**

**9. Adjourn: Ferris ISD School Board.**

Secretary Longino moved to adjourn the meeting. Seconded by Vice President Scott. For: Unanimous. The motion carried 7-0-0. With no further business to come before the board, President Griffith adjourned the Ferris ISD School Board at 9:07 P.M.

**CLOSING**

**10. Adjourn.**

Alderman Ross moved to adjourn the meeting. Seconded by Alderman Starr. For: Unanimous. The motion carried 5-0-0. With no further business to come before the council, Mayor Driggars adjourned the City Council at 8:25 P.M.

**APPROVED THIS THE 16<sup>TH</sup> DAY OF FEBRUARY, 2016.**

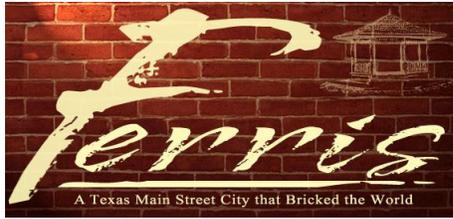
\_\_\_\_\_  
Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Destiny Lusk Wright, City Secretary

\_\_\_\_\_  
Kent Hofmeister, City Attorney

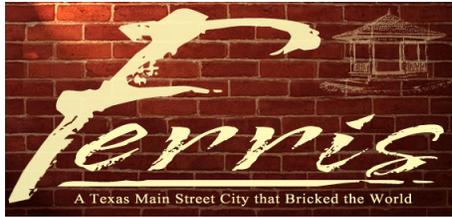


# City of Ferris

## AGENDA ITEM REPORT

<b>Meeting Date:</b>	February 16, 2016
<b>Department:</b>	Other
<b>Submitted By:</b>	Roma Lewis
<b>Previously Reviewed By:</b>	Destiny Wright
<b>Item Type:</b>	Action
<b>Budgeted Expense:</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

<b>Attachments:</b>
None.
<b>Discussion / Justification:</b>
Ms. Roma Lewis of the Ferris Housing Authority has requested the appointment of Karen Carreon to Place 3 of the Ferris Housing Authority Board.
<b>Recommendation / Staff Comments:</b>
I recommend the appointment of Karen Carreon to Place 3 of the Ferris Housing Authority Board.
<b>Motion(s):</b>
I, _____, move to appoint Karen Carreon to Place 3 of the Ferris Housing Authority Board.



# City of Ferris

## AGENDA ITEM REPORT

<b>Meeting Date:</b>	2-16-2016
<b>Department:</b>	Code Compliance
<b>Submitted By:</b>	Bill Jordan
<b>Previously Reviewed By:</b>	
<b>Item Type:</b>	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
<b>Budgeted Expense:</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____

<b>Attachments:</b>
Bid Summary & Bids
<b>Discussion / Justification:</b>
<p>State law requires the City to test for and abate any asbestos in city-owned buildings that are to be demolished or renovated. To comply with this requirement, staff had an asbestos survey conducted of the Baker &amp; 8th St. Church which the City has recently purchased for renovation into a Senior Center. The survey report indicated that asbestos was prevalent throughout most of the structure. The report was then forwarded to asbestos abatement companies for bid to complete the abatement work. Additionally, bids were solicited for monitoring; which is also required. Using the lowest monitoring bid and the lowest abatement bid, the lowest project bid is \$30,461.00. This includes a bid of \$27,711.00 for abatement by Pacific Environmental and a bid of \$2,750.00 from Precision Environmental for monitoring. These bids are for abatement and monitoring of the classroom side of the building only.</p>

<b>Recommendation / Staff Comments:</b>
Staff recommends approval of the lowest bids and requests authorization to enter into a contract with the lowest bidders for abatement and monitoring of asbestos in the senior center building.
<b>Motion(s):</b>
I make a motion to authorize the City Manager to enter into a contract with Pacific Environmental Group LLC in an amount not to exceed \$30,500.00 for the abatement of asbestos and with Precision Environmental Services for asbestos abatement monitoring services in an amount not to exceed \$3,500.00 for the Ferris Senior Center Building.

**Abestos Removal Quotes**

Company	Contact Name	Phone	Website	Email	Santuary	Classroom	Monitoring	Total	Classroom Total	
Pacific Environmental	Jenna	214-989-4044	<a href="http://www.asbestosabatementdallas.com">www.asbestosabatementdallas.com</a>	<a href="mailto:jenna@pacific-environmental.com">jenna@pacific-environmental.com</a>	\$ 29,750.00	\$ 27,711.00	\$ 2,750.00	\$ 60,211.00	\$ 30,461.00	LOW BIDDER
ARC Abatement	Jim	972-271-1583	<a href="http://www.arcabatement.com">www.arcabatement.com</a>	<a href="mailto:jimmetcalf@arcabatement.com">jimmetcalf@arcabatement.com</a>	\$ 37,564.00	\$ 42,153.00	\$ 2,750.00	\$ 82,467.00	\$ 44,903.00	
Whole Environmental	David	214-500-6338	<a href="http://www.wholeenvironmental.com">www.wholeenvironmental.com</a>	<a href="mailto:david@wholeenvironmental.com">david@wholeenvironmental.com</a>	\$56,701.00		\$ 2,750.00	\$ 59,451.00	\$31,100.50	(Estimated split)

\* Monitoring services not included in bids. Number derived frmom separate bid for monitoring



February 7, 2016

City of Ferris  
100 Town Plaza  
Ferris, Texas 75125

**RE: PROPOSAL FOR ABATEMENT OVERISGHT  
211 EAST 8<sup>TH</sup> STREET  
FERRIS, TEXAS 75125**

Precision Environmental Services (Precision) is pleased to provide you with the following fee schedule for the asbestos abatement project at the referenced location.

### **SCOPE OF WORK**

#### **TASK ONE: PROJECT DESIGN AND SPECIFICATIONS**

- Prepare project specifications detailing the scope of the abatement project, including asbestos abatement procedures, extent of containment, estimated quantities of materials to be removed, and work practices to be followed during preparation, removal, and disposal.

#### **TASK TWO: AIR MONITORING/ PROJECT MANAGEMENT**

- Provide inspection and on-site air monitoring technician services during abatement activities. Includes up to ten (10) hours of air monitoring and project management services.
- Provide OSHA required air sampling for abatement workers (if requested by contractor);
- Provide final inspection and final air clearance testing;

#### **TASK THREE: FINAL ASBESTOS ABATEMENT REPORT**

- Provide documentation verifying asbestos abatement activities are complete, and closeout documents.

Abatement Oversight  
211 E. 8TH St.  
Ferris, Texas 75125

February 7, 2016  
Page 2

**ESTIMATED FEES**

<b>Project Design and Specifications</b>	<b>\$500.00</b>
<b>Air Monitoring/ Project Management</b> Air Monitoring Technician/Project Manager (*Estimated 5 Days @ \$450 a day)	<b>\$2,250.00</b>
<b>Final Asbestos Abatement Report</b> Includes all field paperwork and certifications/licenses	<b>INCLUDED</b>
<b>Estimated Total</b>	<b>\$2,750.00</b>

\*Actual number of days will be billed

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at 940-597-2673. We look forward to working with you on this and future projects.

Respectfully,  
**Precision Environmental Services**



Brian Jacobs  
Manager

Accepted by \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

**Attached: Terms and Conditions**

### TERMS AND CONDITIONS

1. Precision Environmental Services ("Precision") is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, the consulting services ("Services") set forth in the attached proposal ("Proposal"), which is incorporated by reference.
2. Precision will perform its services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of Precision's profession practicing in the same or similar locality at the time the services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED.
3. It is agreed that Precision is not responsible for job or site safety or security, other than for Precision's employees, and that Precision does not have the right or duty to stop the work of others.
4. Client will arrange for right-of-entry to the property and will execute any necessary site access agreements. Client shall provide Precision with an accurate description of the job site, all available site information, and all documents deemed necessary by Precision.
5. Client agrees to pay Precision's invoice. If payment is not received within **30 days** from the date of invoice, Client agrees to pay the greater of 1% per month or the allowable legal rate on the past due amount, plus reasonable attorney's fees and expenses. Time is of the essence of this provision. Client receipt of invoice will be presumed three days after mailing with adequate first class postage attached.
6. Client agrees to advise Precision of any hazardous substance or any condition on or near the site that presents a potential danger to human health, the environment, or Precision's equipment. Precision does not assume control of or responsibility for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety, or the environment. Client acknowledges that Precision may be required to make such disclosures if Client fails to do so, and agrees to hold Precision harmless for any such disclosure.
7. This Agreement shall be governed by the laws of the state of Texas.



## **ENVIRONMENTAL CONSULTANTS & MANAGERS**

December 11, 2015

City of Ferris  
100 Town Plaza  
Ferris, Texas 75125

Attn: Mr. Bill Jordan, Chief Building Official

**RE: ASBESTOS CONSULTING SERVICES  
211 EAST 8TH STREET  
FERRIS, TEXAS**

DTECH Services (DTECH) is pleased to provide this proposal for environmental consulting services in the form of asbestos abatement specifications and monitoring for the referenced project in Ferris, Texas.

### **SCOPE OF WORK**

#### **TASK I – Asbestos Abatement Design**

- DTECH will review existing asbestos surveys and prepare specifications for the removal of the identified asbestos-containing materials in general accordance with Texas Asbestos Health Protection Act (TAHPA) Texas Civil Statutes.
- The specification will include allowable and safe asbestos removal methodology, and final clearance criteria.

#### **TASK II – Asbestos Abatement Monitoring**

- DTECH will provide on-site inspection and air monitoring for the duration of the asbestos removal activities including baselines, working, and final clearance samples.
- DTECH will prepare a final closeout report detailing the removal activities, observations and analytical results of the air monitoring performed.

**Schedule**

According to the abatement contractor, the abatement schedule is estimated at 18 working days.

**PROPOSED FEES**

<b>Project Design / Specifications</b>	
Lump sum	\$750.00
<b>Air Monitoring and Inspection</b>	
Estimated 18 shifts at \$600/shift	\$10,800.00
<b>Closeout Report</b>	
Lump sum	<u>Included</u>
<b>Estimated Total Consulting Fees</b>	<b>\$11,550.00</b>

We appreciate the opportunity to provide environmental services to you. If you need additional information or have questions, please contact me at (469) 446-6733. We look forward to working with you on this and future projects.

Respectfully,

**DTECH Services**

David Pomerantz  
Principal

**GENERAL TERMS AND CONDITIONS**

**DTECH**, its employees and subcontractors will be properly and legally licensed for the work they will perform. Except for licenses, permits and certifications our personnel possess as environmental consultants, it is understood that you are responsible for furnishing or arranging for all permits, licenses and other necessary governmental or private party approvals or consents, and for compliance with all notification and other legal requirements in connection with the project. We will render assistance to you in this regard if requested and will provide fee estimates for such services to the extent they are not included as part of this proposal.

In the event we are requested or required to perform services not specified in this proposal, such as reproducing drawings, maps or plans, performing additional work or appearing in litigation or other proceedings on your behalf, it is understood that we will be paid reasonable and agreed upon costs and fees for our time and efforts.

Client agrees that **DTECH's** liability, and that of its officers, directors, employees, agents and subcontractors, to client or any third party due to any negligent professional acts, errors or omissions or breach of contract by **DTECH** will be limited to the extent of insurance coverage provided by **DTECH** or **DTECH's** total charges, whichever is greater. **DTECH** can increase the insurance coverage at the time of accepting the proposal provided client agrees to pay the additional fees for the coverage.

If this proposal meets with your approval, please sign below and return to **DTECH**.

**CITY OF FERRIS** \_\_\_\_\_

**DTECH SERVICES** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** David Pomerantz

**SIGNATURE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** Principal

**DATE:** \_\_\_\_\_

**DATE:** December 11, 2015

800.495.4ARC TOLL FREE  
 972-271-1583 PHONE  
 972-271-1586 FAX



2710 National Place  
 Garland, TX 75041

Accountable-Responsive-Cost Effective

Date: 12-28-2015

Sent via : e-mail

Name :Bill Jordan, MS  
 Position : Chief Building Official  
 Company: City of Ferris, Texas  
 Address: 100 Town Plaza Ferris Texas  
 Project Address: 211 E. 8<sup>th</sup> Street, Ferris Texas

Proposal # B-15-295

Dear Bill:

ARC Abatement, Inc would like to thank you for the opportunity to quote on the above referenced project. It is our desire to provide you with a quality solution to your environmental needs. As a highly qualified contractor, we feel that our experience, financial strength and environmental contracting techniques enable us to assure you a professionally completed project.

ARC Abatement, Inc. is pleased to provide you with this proposal for the following **SCOPE of WORK:**  
 Is limited to the specifications provided by Precision Environmental Services which consisted of samplings and suspected ACM in the Sanctuary and Recreation Areas of the attached buildings located at 211 E. 8<sup>th</sup> Street. ARC will remove and dispose of plaster walls, drop ceilings, drywall, carpet, Vinyl tile, linoleum and old ceiling tile as indicated on the drawing supplied by Precision Environmental Services dated 12-02-2015. ARC will also remove the two roofs on each of the buldings. This porposal is in two proposals as requested. One proposal for the future Senior Citizens Recreation Center and the other for the Sanctuary. These proposals do not have air monitoring in the price, this would need to be contracted directly with an air monitoring firm. Owner is to provide power and water during this work at no cost to ARC. This proposal is for the Recreation Center.

**PRICE and DURATION:**

ARC proposes to perform the Scope of Work for the amount of: (Forty Two Thousand One Hundred Fifty Three Dollars) \$42,153.00

Based upon our experience the estimated number of working days to perform the Scope of Work will be: 9 .



800.495.4ARC TOLL FREE  
 972-271-1583 PHONE  
 972-271-1586 FAX



2710 National Place  
 Garland, TX 75041

Accountable-Responsive-Cost Effective

**PROPOSAL TERMS:**

1. Includes costs for: Labor, Material and Applicable Taxes.
2. Compliance with federal, state and local laws governing abatement.
3. Site Conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work.
6. Air monitoring, for our workforce, as per Federal, State and Local regulations is not included in our price.
7. Final Clearances will be provided by third party Consultant and or in close out documentation..
8. Pricing based on normal working hours unless otherwise indicated.
9. Single mobilization to the site unless otherwise indicated. (Additional mobilizations to be priced separately.)
10. Owner provides adequate electricity, potable water, on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC requirements.
11. All non-stationary items are to be removed by others prior to the start of our work
12. ARC will not be liable for damage to items left within the specified work area.
13. All HVAC systems within the containment areas must be shut down and locked out by Owner or Owners representative.
14. Proposal based upon mutually agreeable contract terms and conditions.
15. ARC will employ all reasonable efforts to minimize damage to surfaces and work areas in the construction of regulated containments, but will not be held liable for any damages due to the construction of regulated containments needed to perform the environmental services as noted within this proposal.
16. Client agrees that ARC has been given the privilege by the property Owner to enter the premises, perform services, use of any blue prints, etc., and agree to hold harmless, and defend ARC Abatement, its Officers, Employees, Sub-Contractors, for any and all claims, costs or damages that result from services contracted, in the absence of gross neglect or willful wrongdoing of ARC. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
17. Payment and Performance Bond costs are not included in this proposal.
18. Unknown conditions may exist at the site which, were not evident at the time of site assessment. The scope of work is specific, and does not include contingencies for unknown conditions. Additional work, if required, will be priced separately.
19. This proposal may be withdrawn for any reason if not accepted within Sixty (60) days.
20. ALL INVOICES are due upon receipt and are expected to be paid within 30 days.

If you have any additional questions regarding this proposal, please feel free to contact me at (972) 271-1583. If this proposal is accepted, forward the signed form to [jimmetcalf@arcabatement.com](mailto:jimmetcalf@arcabatement.com) or fax to (972) 271-1586.

Sincerely,

Customer Acceptance





800.495.4ARC TOLL FREE  
972-271-1583 PHONE  
972-271-1586 FAX

2710 National Place  
Garland, TX 75041

Accountable-Responsive-Cost Effective

By: Jim Metcalf  
Project Manager  
Phone – 972-271-1583  
Fax – 972-271-1586  
Mobile – 469-263-8280

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



800.495.4ARC TOLL FREE  
972-271-1583 PHONE  
972-271-1586 FAX



2710 National Place  
Garland, TX 75041

---

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**ARC Abatement's Contract Agreement will be sent to you upon receipt of this signed proposal.  
All Client generated Contracts are to be sent directly to our corporate office as follows:**

Attention: Mr. Kieran McQuade  
Contracts Manager  
ARC Abatement, Inc.  
300 S. 2<sup>nd</sup> St.  
Waco, TX 76701  
[kieranmcquade@arcabatement.com](mailto:kieranmcquade@arcabatement.com)  
Fax: 254-755-6770





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2015

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).

PRODUCER Baldwin-Cox Agency, LLC 5930 Preston View Blvd Ste 200  Dallas TX 75240		CONTACT NAME: Bridget Hanvey PHONE (A/C, No, Ext): (972) 644-2688 E-MAIL ADDRESS: bridget@baldwincoxagency.com FAX (A/C, No): (972) 644-8035	
INSURED		INSURER(S) AFFORDING COVERAGE	
ARC Abatement, Inc. ARC Abatement I, Ltd. 300 S. 2nd St. Waco TX 76701		INSURER A: Nautilus Insurance Co. INSURER B: Great Divide Insurance Co. INSURER C: Aspen Specialty Insurance Co. INSURER D: Texas Mutual Insurance Co. INSURER E: Atlantic Specialty INSURER F:	NAIC # 17370 25224 10717 22945 27154

COVERAGES CERTIFICATE NUMBER: CL159904046 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ECP200372114	9/10/2015	9/10/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> CONTRACTORS POLLUTION GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		ECP200372114	9/10/2015	9/10/2016	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION \$ 1,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5AP153805114	9/10/2015	9/10/2016	
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COC <input type="checkbox"/> RETENTION \$		EXAA83115	9/10/2015	9/10/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A		TSP0001220526 TX	9/10/2015	9/10/2016
E	Inland Marine		79001-4025	10/13/2015	10/13/2016	Ltd Rented Equipment per item \$100,000 Policy Max total limit-all items \$250,000

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

CERTIFICATE HOLDER	CANCELLATION
SAMPLE CERT SAMPLE CERT	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 Bill Baldwin/BEH <i>William D. Baldwin</i>

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# Contractor's Qualification Statement

1986 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of American (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC

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The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY: **ARC Abatement, Inc.** Corporation

NAME: **Ron Daniel** Partnership

ADDRESS: **300 S. 2<sup>nd</sup> Street** Individual   
**Waco, TX 76701**

PRINCIPAL OFFICE: **Same** Joint Venture   
Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

General Construction  HVAC  
 Plumbing  Electrical  
 Other (please specify) **Asbestos Abatement/Demolition**

**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor? **20**
- 1.2 How many years has your organization been in business under its present business name? **20**
- 1.2.1 Under what other or former names has your organization operated? **N/A**
- 1.3 If your organization is a corporation, answer the following:
  - 1.3.1 Date of incorporation: **8/1/91**
  - 1.3.2 State of incorporation: **Texas**
  - 1.3.3 President's name: **Ron Daniel**
  - 1.3.4 Vice-president's name(s) **Lisa Daniel**  
**Steven R. Chappell**
  - 1.3.5 Secretary's name: **Lisa Daniel**
  - 1.3.6 Treasurer's name: **Don Daniel**

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1.4 If your organization is a partnership, answer the following: **N/A**

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s)

1.5 If your organization is individually owned, answer the following: **N/A**

- 1.5.1 Date of organization:
- 1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals: **N/A**

**2. LICENSING**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**Asbestos Removal – Texas License # 80-00443**  
**Asbestos, Lead and Class One Transporting – License #40-0105 TX**  
**Lead Removal – Texas # N/A**  
**Air Monitoring – Texas # 70-3452**  
**Bio-Remediation (Mold & Mildew)**

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**Texas**

**3. EXPERIENCE**

3.1 List the categories of work that your organization normally performs with its own forces.

**Asbestos Removal**  
**Lead Removal**  
**Transporting and Disposal**  
**O & M Projects**

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

**No**

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

**No**

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

**No**

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

**No**

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3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

**\$7,500,000.00**

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

SEE ATTACHED LISTING

3.5.1 State average annual amount of construction work performed during the past five years:

**15 Million Annually**

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

**4. REFERENCES**

4.1 Trade References:

**Richards Equipment – 2200 Franklin Avenue, Waco, TX 76710  
(254) 754-2351**

**Abatix Environmental – East Plains, Dallas TX  
(800) 426-3983**

**W.W. Grainger & Co. – 6901 Imperial Drive, Waco, TX 76712  
(254) 751-1415**

4.2 Bank References:

**Community Bank and Trust**  
Waco, TX  
(254) 753-1521 – Contact: Mark Boyd

4.3 Surety:

4.3.1 Name of bonding company:

**Bonding & Insurance Specialists**

4.3.2 Name and address of agent:

**The Wyatt Agency, Huntsville, Texas**

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**FINANCING**

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

**Harelik & Fields, Waco, TX 76710**

5.1.3 Is the attached financial statement for the identical organization named on page one?

**Yes**

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

**N/A**

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**Yes**

**6. SIGNATURE**

6.1 Dated at this day of **January 18, 2012**

Name of Organization: **ARC Abatement I, LTD**

By: **Steven R. Chappell**

Title: **Vice President**

6.2

Steven R. Chappell being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 18<sup>th</sup> day of January, 2012

Notary Public: **Danita Chappell**

My Commission Expires: **11-21-15**

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TEXAS DEPARTMENT OF STATE HEALTH SERVICES

ARC ABATEMENT INC

is certified to perform as a

Asbestos Abatement Contractor

in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.

DAVID LAKEY, M.D.  
COMMISSIONER OF HEALTH

License Number: 800443

Control Number: 96102

Expiration Date: 7/18/2016

(Void After Expiration Date)

VOID IF ALTERED      NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

ARC ABATEMENT INC

*is certified to perform as a*

Asbestos Transporter

*in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.*

A handwritten signature in cursive script, appearing to read "David Lahey MD".

DAVID LAKEY, M.D.  
COMMISSIONER OF HEALTH

License Number: 400105

Control Number: 96084

Expiration Date: 9/25/2016

(Void After Expiration Date)

VOID IF ALTERED      NON-TRANSFERABLE



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

*Be it known that*

## **ARC ABATEMENT INC**

is licensed to perform as a

### **Mold Remediation Company**

*in the State of Texas and is hereby governed by the rights, privileges, and responsibilities set forth in Title 25, Texas Administrative Code, Chapter 295, relating to Texas Mold Assessment and Remediation Rules, as long as this license is not suspended or revoked.*

A handwritten signature in cursive script, appearing to read "David Lakey MD".

David Lakey, M.D.  
Commissioner of Health

License Number: RCO0163

Expiration Date: 3/9/2017

Control Number: 7175

(Void After Expiration Date)

RETURN TO AGENDA

VOID IF ALTERED      NON-TRANSFERABLE

800.495.4ARC TOLL FREE  
 972-271-1583 PHONE  
 972-271-1586 FAX



2710 National Place  
 Garland, TX 75041

Accountable-Responsive-Cost Effective

### ARC Abatement (Garland Office ) Reference List:

#### Commercial Projects:

<p>Contact: Mr. Ron Cresswell          First Baptist Church, Dallas          1707 San Jacinto          Dallas, Texas 75201          (214) 774-0552          (214) 969-7874 (Fax)  <a href="mailto:rcresswell@firstdallas.org">rcresswell@firstdallas.org</a></p>	<p>Type: Abatement, Various Materials          Facility: FBC Superblock          Contract: \$ 2,817,437          Completion: December 2010</p>
--	--

Consultant: Mr. Darren Bowden  
 Southwest Geoscience  
 2351 W. Northwest Hwy, Ste 3321  
 Dallas, Texas 75220  
 (214) 350-5469  
 (214) 350-2914 (Fax)  
[Darren.bowden@southwestgeoscience.com](mailto:Darren.bowden@southwestgeoscience.com)

<p>Contact: Mr. Thomas Olivas          Raytheon Systems Garland          1200 S. Jupiter Road          Garland, Texas 75042          (972) 205-7473          (972) 205-8877  <a href="mailto:Thomas_Olivas@raytheon.com">Thomas_Olivas@raytheon.com</a></p>	<p>Type: Asbestos Abatement          of Various Materials          Facility; Manufacturing          Contract: \$ 438,858.00          Completion: One of many ongoing projects</p>
---	---

Consultant: Mr. Darren Bowden  
 Southwest Geoscience  
 2351 W. Northwest Hwy, Ste 3321  
 Dallas, Texas 75220  
 (214) 350-5469  
 (214) 350-2914 (Fax)  
[Darren.bowden@southwestgeoscience.com](mailto:Darren.bowden@southwestgeoscience.com)



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### ARC Abatement (Garland Office ) Reference List:

#### Commercial Projects Page 2:

**Contact:** Mr. Gary Hamilton  
 1600 Main Street Holdings,LP  
 7557 Rambler Road, Ste. 1100  
 Dallas, Texas 75231  
 (214) 261-3503  
 (214) 397-0601 (Fax)  
[gary@junodevelopment.com](mailto:gary@junodevelopment.com)

**Type:** Asbestos Abatement  
**Facility:** Former Plaza Hotel

**Contract:** \$ 663,000.00  
**Completion:** August 2015

**Consultant:** Mr. Russ Gout  
 EcoSystems Environmental  
 2812 Trinity Square, Ste 108  
 Carrollton, Texas 75006  
 (972) 416-0520  
 (972) 416-4512  
[rgout@esei.net](mailto:rgout@esei.net)

**Contact:** Kayla Lindamood  
 Lindamood Demolition  
 2020 S. Nursery  
 Irving, Texas 75060  
 (972) 721-0898  
 (972) 533-8819 (Fax)

**Type:** Abatement and Demolition  
**Facility:** ACS Building  
 ( 10 ) Story

**Contract:** \$ 3,309,289  
**Completion:** March 2014

**Consultant:** Mr. Darren Bowden  
 Southwest Geoscience  
 2351 W. Northwest Hwy, Ste 3321  
 Dallas, Texas 75220  
 (214) 350-5469  
 (214) 350-2914 (Fax)  
[Darren.bowden@southwestgeoscience.com](mailto:Darren.bowden@southwestgeoscience.com)



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 Garland, TX 75041

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### ARC Abatement (Garland Office ) Reference List:

#### Apartment Complexes:

<p><b>Contact:</b> Mr. Scott Furman          900 Third Avenue          New York, New York 10022          (212) 508-6700          (646) 390-7001 (Fax)  <a href="mailto:forman@thshlaw.com">forman@thshlaw.com</a></p>	<p><b>Type:</b> Abatement and Demolition  <b>Facility:</b> Lakeside Apartment Complex  <b>Contract:</b> \$ 4,580,000.00  <b>Completion:</b> April 2008</p>
<p><b>Consultant:</b> Mr. Todd Jewell          URS Corporation          3010 LBJ Freeway, Ste 1300          Dallas, Texas 75234</p>	

<p><b>Contact:</b> Mr. Scott Shipp          Next Block-Dallas I, LP          1445 Ross Avenue, Ste 1400          Dallas, Texas 75202          (214) 97 8-8584          (214) 858-6996 (Fax)  <a href="mailto:sship@huntrealty.com">sship@huntrealty.com</a></p>	<p><b>Type:</b> Abatement and Demolition          of Various Materials  <b>Facility:</b> Valencia, Canyon Falls,          Parks of Woodhollow, High          Ridge and Windfall          Apartments  <b>Contract:</b> \$ 2,010,449.00  <b>Completion:</b> June 2007</p>
<p><b>Consultant:</b> Mr. Russ Gout          EcoSystems Environmental          2812 Trinity Square, Ste 108          Carrollton, Texas 75006          (972) 416-0520          (972) 416-4512  <a href="mailto:rgout@esei.net">rgout@esei.net</a></p>	



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 Garland, TX 75041

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**ARC Abatement (Garland Office ) Reference List:**

**Apartment Complexes Page 2:**

<p><b>Contact:</b> Mr. Gary Hamilton          1600 Main Street Holdings,LP          7557 Rambler Road, Ste. 1100          Dallas, Texas 75231          (214) 261-3503          (214) 397-0601 (Fax)  <a href="mailto:gary@junodevelopment.com">gary@junodevelopment.com</a></p>	<p><b>Type:</b> Asbestos Abatement  <b>Facility:</b> Juno Development Commerce          -Main Street Properties  <b>Contract:</b> \$ 698,862.00  <b>Completion:</b> July 2010</p>
<p><b>Consultant:</b> Mr. Russ Gout          EcoSystems Environmental          2812 Trinity Square, Ste 108          Carrollton, Texas 75006          (972) 416-0520          (972) 416-4512  <a href="mailto:rgout@esei.net">rgout@esei.net</a></p>	

<p><b>Contact:</b> Mr. Jeremy Cyr          DCO Greenhaven, LP          5430 LBJ Freeway, Ste. 1250          Dallas, Texas 75240          (972) 774-0552          (972) 866-0163 (Fax)  <a href="mailto:jeremycyr@udr.com">jeremycyr@udr.com</a></p>	<p><b>Type:</b> Abatement of Various Material  <b>Facility:</b> Greenhaven Apartments  <b>Contract:</b> \$ 1,191,363.00</p>
<p><b>Consultant:</b> Mr. Russ Gout          EcoSystems Environmental          2812 Trinity Square, Ste 108          Carrollton, Texas 75006          (972) 416-0520          (972) 416-4512  <a href="mailto:rgout@esei.net">rgout@esei.net</a></p>	



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 Garland, TX 75041

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### ARC Abatement (Garland Office ) Reference List:

#### Apartment Complexes Page 3:

<p><b>Contact:</b> Mr. Nick Campbell          TC Timbercreek Associates          2001 Ross Avenue, Ste. 3400          Dallas, Texas 75060          (214) 863-3645          (214) 863-4493 (Fax)  <a href="mailto:Ncampbell12@trammelercrow.com">Ncampbell12@trammelercrow.com</a></p>	<p><b>Type:</b> Abatement Various Material  <b>Facility:</b> Timbercreek Apartments  <b>Contract:</b> \$ 2,725,950.00  <b>Completion:</b> August 2008</p>
---	---

**Consultant:** Mr. Darren Bowden  
 Southwest Geoscience  
 2351 W. Northwest Hwy, Ste 3321  
 Dallas, Texas 75220  
 (214) 350-5469  
 (214) 350-2914 (Fax)  
[Darren.bowden@southwestgeoscience.com](mailto:Darren.bowden@southwestgeoscience.com)

<p><b>Contact:</b> David Dierkes          White Rock Trail and Tuscany Apts          6800 Skillman          Dallas, Texas 75231          (214)-269-7833</p>	<p><b>Type:</b> Abatement, TSI Piping  <b>Facility:</b> Tuscany Apartment Complex  <b>Contract:</b> \$ 798,637.00  <b>Completion:</b> September 2013</p>
---	--

**Consultant:** Mr. Darren Bowden  
 Southwest Geoscience  
 2351 W. Northwest Hwy, Ste 3321  
 Dallas, Texas 75220  
 (214) 350-5469  
 (214) 350-2914 (Fax)  
[Darren.bowden@southwestgeoscience.com](mailto:Darren.bowden@southwestgeoscience.com)



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**ARC Abatement (Garland Office ) Reference List:**

**Medical Facilities:**

<p><b>Contact:</b> Kayla Lindamood          Lindamood Demolition          2020 S. Nursery          Irving, Texas 75060          (972) 721-0898          (972) 533-8819 (Fax)</p>	<p><b>Type:</b> Abatement and Demolition  <b>Facility:</b> United Regional Hospital          ( 5 ) Story  <b>Contract:</b> \$ 1,188,262.00  <b>Completion</b> March 2014</p>
--	--

**Consultant:** Glen Ashton  
 APEX Technical Services, Inc.  
 211 S.E. 17<sup>th</sup> Street  
 Amarillo, Texas 79102  
 (806) 381-8888  
 (806) 381-2756  
[apexasbestos@yahoo.com](mailto:apexasbestos@yahoo.com)

<p><b>Contact:</b> Kayla Lindamood          Lindamood Demolition          2020 S. Nursery          Irving, Texas 75060          (972) 721-0898          (972) 533-8819 (Fax)</p>	<p><b>Type:</b> Abatement and Demolition  <b>Facility:</b> St. Gobain Manufacturing          Plant for New Baylor Hospital  <b>Contract:</b> \$ 161,044.00  <b>Completion</b> September 2014</p>
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MEDCO Construction  
 4005 Crutcher Street, Ste. 200  
 Dallas, Texas 75246



800.495.4ARC TOLL FREE  
 972-271-1583 PHONE  
 972-271-1586 FAX



2710 National Place  
 Garland, TX 75041

Accountable-Responsive-Cost Effective

### ARC Abatement (Garland Office ) Reference List:

#### School Facilities:

<p>Contact: Mr. Kevin Cushion          Mount Vernon ISD          501 South Hwy 37          Mount Vernon, Texas 75457          (903) 537-2546          (903) 537-2350 (Fax)  <a href="mailto:kcushion@mtvernonisd.com">kcushion@mtvernonisd.com</a></p>	<p>Type: Asbestos Abatement          Facility: Multiple Use Building          Contract: \$ 356,843.00          Completion: August 2010</p>
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Consultant: Mr. John Drew  
 Drew Consulting Services  
 1916 Bridgestone Drive  
 Corinth, Texas 76210  
 (214) 384-2237  
[drewconsulting@yahoo.com](mailto:drewconsulting@yahoo.com)

<p>Contact: Jeff Brogden          Alice Ponder Elementary School          Mansfield ISD          120 Pleasant Ridge          Mansfield, Texas 76063          (817) 299-4340</p>	<p>Type: Asbestos Abatement, Roofing          TSI Piping          Facility: Ponder School          Contract: \$ 158,327.00          Completion: August 2013</p>
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Consultant: Javier Araya  
 Araya Group Environmental Consulting  
 2639 Walnut Hill Lane, Ste. 145  
 Dallas, Texas 75229  
 (214) 350-4122



800.495.4ARC TOLL FREE  
 972-271-1583 PHONE  
 972-271-1586 FAX



2710 National Place  
 Garland, TX 75041

Accountable-Responsive-Cost Effective

**ARC Abatement (Garland Office ) Reference List:**

**High Rise Facilities:**

<p><b>Contact:</b> Kayla Lindamood          Lindamood Demolition          2020 S. Nursery          Irving, Texas 75060          (972) 721-0898          (972) 533-8819 (Fax)</p>	<p><b>Type:</b> Abatement and Demolition  <b>Facility:</b> UTSW St. Paul Hospital          Dallas, Tx ( 12 ) Story  <b>Contract:</b> \$ 2,105,643.00  <b>Completion</b> August 2015</p>
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<p><b>Contact:</b> Kayla Lindamood          Lindamood Demolition          2020 S. Nursery          Irving, Texas 75060          (972) 721-0898          (972) 533-8819 (Fax)</p>	<p><b>Type:</b> Abatement and Demolition  <b>Facility:</b> ACS Building          ( 10 ) Story  <b>Contract:</b> \$ 3,309,289  <b>Completion</b> March 2014</p>
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**Consultant:** Mr. Darren Bowden  
 Southwest Geoscience  
 2351 W. Northwest Hwy, Ste 3321  
 Dallas, Texas 75220  
 (214) 350-5469  
 (214) 350-2914 (Fax)  
[Darren.bowden@southwestgeoscience.com](mailto:Darren.bowden@southwestgeoscience.com)



# ENVIRONMENTAL SERVICE PROPOSAL



**Pacific  
Environmental  
Group, LLC**

**214-989-4044**

**PROJECT NAME: Ferris Abatement**

**PROJECT LOCATION: 211 East 8th Street Ferris, TX**

**COMPANY: City of Ferris Texas**

**ADDRESS: 100 Town Plaza**

**PHONE: 972.544.2965**

<b>ATTN: Bill Jordan</b>	<b>Prepared By: Jenna Rasmussen</b>
<b>EMAIL: billjordan@ferristexas.gov</b>	<b>Consultant: TBD</b>
<b>Due Date: N/A</b>	<b>Date: 12/16/15</b>

Description: ACM Removal & Disposal - East Building	Qty	Unit	Price	Total
2,208 SF of Roof			\$8,832	\$8,832
6,560 SF of Drywall and Compound			\$14,079	\$14,079
19 Windows and Door Caulking and Glazing			\$200/each	\$3,800
HVAC Cloth			\$500	\$500
10x10 Floor Tiles and Mastic			\$500	\$500
<b>TOTAL BID AMOUNT FOR MATERIALS &amp; LABOR - East Building</b>				<b>\$27,711</b>
Description: ACM Removal & Disposal - West Building	Qty	Unit	Price	Total
2,500 SF of Roof			\$8,750	\$8,750
500 SF of Flooring			\$1,000	\$1,000
5,100 SF of Plaster Finish Coat Scrape			\$18,000	\$18,000
Exterior Lead			\$2,000	\$2,000
<b>TOTAL BID AMOUNT FOR MATERIALS &amp; LABOR - West Building</b>				<b>\$29,750</b>

**ALL PRICING EXCLUDES TAXES**

ADDITIONAL FEES - Provided by Owner	Qty	Unit	Price	Total
NOTIFICATION FEES - (MINIMUM \$55, MAXIMUM \$3210, K-12 MAXIMUM \$320)	0	SF	\$0	\$0.00
THIRD-PARTY CONSULTANT - SITE ASSESSMENT, OVERSIGHT MANAGEMENT & CLEARANCE TESTING	0	LS	\$0.00	\$0.00
<b>TOTAL</b>				<b>\$0.00</b>

**\*Terms: Net due upon project completion.**

*\*The above referenced price is inclusive of all supervision, labor, materials, equipments, hauling, disposal and insurance requirements. \*Any deviation or alteration from this cost proposal will result in a change in costs and will be implemented only on written orders. \*Pacific Environmental greatly appreciates the opportunity afforded us to provide quality and professional services to you and your clients. We pledge only our very best and your guaranteed satisfaction in the product of our work. Should you have any questions or require more information in this regard, please do not hesitate to contact me at (214)989-4044.*

**ESTIMATED DURATION: 9 DAYS (Per Building)**

**NOTES:**

- Pacific Environmental to prepare and file 10-business day Notification to the Texas Department of State Health Services (TDSHS) on behalf of client if necessary.
- Owner to provide access to uninterrupted power, access to water, and restrooms and staging areas for materials, equipments, and dumpsters.
- When applicable, Owner or their representatives to remove equipment, furniture, boxes washing machines, dryers, or hvac systems including pipes, ducts, etc from the work area.
- Any hard construction barriers to be erected by others.
- Pacific Environmental is an independent contractor to provide services as the client directs.
- Owner to provide any required building systems shutdown, tagout or lockout as required.
- Any additional coverage other than Pacific Environmental's current coverage – Cost + 15%.
- Project closeout documents to be mailed to Owner no later than 2 weeks after project completion.
- Proposal is based on the surveys and site visit and is subject to change upon any modifications to the Original S.O.W.
- Proposal is valid for 30 days.
- Please Note: There is a 3.5% processing fee for paying with credit card.**

**EXCLUSIONS:**

- Tape Damage Repair.
- Any finish work, including painting, restoration, installations, etc.
- Removal of any hazardous materials not outlined in this proposal.
- Furniture or Equipment removal
- Third Party Air monitoring, oversight, clearance and OSHAs.
- Security.

# ENVIRONMENTAL SERVICE PROPOSAL

- 7. Any hidden conditions.
- 8. Delays or work stoppages beyond Pacific Environmental's control including weather, labor, material availability, or acts of others.
- 9. Bonds, AIA Forms or Retainage.
- 10. TDSHS Notification fees or permit fees.

*Pacific Environmental is pleased to submit our proposal to perform the asbestos abatement at the above referenced location as specified. Pacific Environmental will perform all aspects of the project in strict compliance with all State, Local and Federal Laws and Regulations including the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) that govern the Asbestos Abatement Industry. Pacific Environmental is a Texas state licensed Asbestos Abatement Contractor, License number (80-1057). Pacific Environmental to provide Asbestos Abatement services per the Owner contracted Asbestos Abatement Consultant and their specifications.*

COMPANY \_\_\_\_\_ TITLE \_\_\_\_\_

NAME/SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# PACIFIC ENVIRONMENTAL GROUP, LLC

General Contractor / Environmental Specialty Contractor

## Terms and Conditions

The following Terms and Conditions shall apply to services performed by Pacific Environmental Group, hereinafter referred to as Pacific Environmental. Contractual agreement and performance of services is expressly conditioned on Client's assent to these Terms and Conditions, notwithstanding any additional or conflicting Terms and Conditions of Client, which are hereby expressly objected to and rejected by Pacific Environmental. Where a Client issues a purchase order to authorize Pacific Environmental's undertaking to perform these services, that undertaking will be governed by the Terms and Conditions and Additional Provision, if any, of this Agreement.

1. PERFORMANCE. Pacific Environmental shall exercise due care in performing services, but Pacific Environmental makes no warranty, express or implied, with respect to any services performed hereunder. Pacific Environmental shall not be liable for any claim, damage, cost, or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors, or omissions of Pacific Environmental. In no event shall Pacific Environmental be liable for any incidental or consequential loss or damage to Client in connection with performance of service hereunder.
2. ADDITIONAL SERVICES. All additional services requested by Client shall be performed by Pacific Environmental in accordance with proposed unit rates subject to these Terms and Conditions.
3. SUBCONTRACTORS. Pacific Environmental may engage subcontractors on behalf of Client to perform a portion of the services to be provided by Pacific Environmental hereunder.
4. TERMINATION. This Agreement may be terminated by either party upon two days prior written notice. In the event of termination, Pacific Environmental shall be paid up to the effective date of termination for all services rendered by it, and all data generated and documents prepared by Pacific Environmental shall remain the property of Pacific Environmental and not be delivered to Client until all monies owed to Pacific Environmental by Client (whether or not such monies have then become due and payable) have been paid.
5. PAYMENT. Pacific Environmental shall bill for services rendered and reimbursable costs incurred upon completion of each phase of work. Client expressly agrees to pay Pacific Environmental's invoices within ten days of receiving payment for invoiced work, or within 30 days of receiving Pacific Environmental's invoice, whichever is sooner. Past due invoices are subject to a finance charge of 1.5% per month (which is an annual rate of 18%) until paid. Client hereby waives any defense of usuary with regard to said rate of interest. Pacific Environmental may, after two days written notice to Client, suspend performance of services until all past due amounts are paid.
6. FINANCIAL VIABILITY. Client expressly acknowledges that Client is financially capable of payment for all services provided by Pacific Environmental pursuant to payment terms stated above. If for any reason, Client's financial ability to pay for services change, Client must immediately notify Pacific Environmental and Pacific Environmental may immediately terminate work. The financial viability of any third party shall not provide relief from client for any payment due to Pacific Environmental. All payments owed to Pacific Environmental and all costs incurred in collecting any delinquent amount owed to Pacific Environmental shall be a valid and continuing claim against Client until paid.

7. ARBITRATION. Any dispute arising pursuant to any contract to which these Terms and Conditions apply shall be submitted to arbitration in the City of Dallas, Texas, in accordance with the rules of the American Arbitration Association, the award of the arbitrator to be final and binding on the parties. Judgment upon any award rendered may be entered in any court having jurisdiction.

8. INSURANCE. Upon request, Pacific Environmental will furnish Client a written description of insurance coverage then being maintained by Pacific Environmental which may be related to Pacific Environmental's performance of services hereunder. No oral representations regarding insurance shall be binding upon Pacific Environmental.

9. HOLD HARMLESS. Client agrees to hold Pacific Environmental harmless from all liability, claims, demands, losses, damages, expenses, and costs (including attorney fees), related in any way to Pacific Environmental's performance of services under this Agreement; provided, however, that Client shall not be obligated to hold Pacific Environmental harmless for any injury or damage caused directly and solely by the negligent acts, errors, or omissions of Pacific Environmental.

10. SITE ACCESS AND SECURITY. Unless specifically expressed otherwise as services to be undertaken by Pacific Environmental, Client is solely responsible for all aspects of site security and for obtaining any necessary permission from any affected third party property owners or their representatives.

13. WAIVER. No waiver, discharge, or renunciation of any claim or right of Pacific Environmental arising out of breach of this Agreement by Client shall be effective unless in writing signed by Pacific Environmental and supported by separate consideration.

14. GOVERNING LAW. This Agreement shall be deemed to have been made in Dallas County, and shall be governed by, and construed in accordance with the laws of the State of Texas.



5601 GRANITE PARKWAY  
SUITE 800  
PLANO, TEXAS 75024

972.731.2300 T  
972.731.2360 F  
WWW.GRANITEPROP.COM

Re: Pacific Environmental Group

To Whom It Concerns,

I am writing this letter as a recommendation on behalf of Pacific Environmental Group (PEG). PEG has been engaged by Granite Properties on dozens of projects since my time at Granite over the last 9 years. My willingness to engage PEG is due in large part to their consistency in performing contracted tasks at a high level with minimal oversight or engagement needed on my end – ie. I know once I have engaged PEG I don't need to worry about that portion of the project as I know it is in good hands. I have worked with John and Jared Moala dating back to my previous employer and both are fair on pricing and see the bigger picture of client satisfaction.

I would highly recommend Pacific Environmental Group to anyone needing environmental abatement or testing services.

Thank you,

Jason Burke  
Granite Properties  
Senior Project Manager  
5601 Granite Parkway, Suite 800  
Plano, Texas 75024



February 11, 2016

To Whom It May Concern:

It is my pleasure to recommend the asbestos abatement services of Pacific Environmental Group, LLC to you. During the past several years, our team has worked directly with John Moala and his staff on various projects in support of Venture Commercial Management, LLC.

Pacific Environmental offers top-notch quality, service and rates. Across the board, we are pleased with their work and compliance with our work schedule and demands.

Please consider Pacific Environmental Group, LLC for your environmental service needs. Their outstanding safety record, attention to detail and follow through from beginning to end on each project makes them a strong service provider for any client. I recommend them and look forward to working with them again.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kris A. Schuster".

Kris A. Schuster  
Senior Property Manager



Jenna Rasmussen &lt;jenna@pacific-environmental.com&gt;

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## Reference Letter

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Rhea, Melanie &lt;Melanie.Rhea@richardson.k12.tx.us&gt;

Tue, Feb 9, 2016 at 1:45 PM

To: Jenna Rasmussen &lt;jenna@pacific-environmental.com&gt;

It is with pleasure that I write this letter of reference for Pacific Environmental Group, LLC. This District's work with Pacific Environmental has spanned over the past several years with abatement and remediation projects and has been very successful from the District's point of view. They provided solutions to assist in budget requirements, utilize quality staff and develop/maintain schedules to accommodate staff, student and school site schedules. They have completed all necessary requirements, as needed, for school completions and submittal requirements.

The Pacific Environmental organization has consistently demonstrated their commitment to the success of each project by their attention to detail on all phases that includes schedules, quality control, communication, and document close outs. We feel confident that Pacific Environmental Group, LLC will do an outstanding job to help your entity meet your challenges as they have done for ours.

Please contact me for any additional information.

### **Melanie Rhea, PMP**

Environmental Manager, Facility Services

Cell: [214-315-3613](tel:214-315-3613)

[Melanie.Rhea@RISD.org](mailto:Melanie.Rhea@RISD.org)



# CERTIFICATE OF LIABILITY INSURANCE

RETURN TO AGENT DATE (MM/DD/YYYY)

2/3/2016

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> AmeriCap Insurance Group, LLC 15770 N. Dallas Parkway #600  Dallas TX 75248		<b>CONTACT NAME:</b> Laura Glenn <b>PHONE (A/C, No, Ext):</b> (972)233-9761 <b>FAX (A/C, No):</b> (972)233-9769 <b>E-MAIL ADDRESS:</b> lglenn@americapgroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Rockhill Ins. Company	
		<b>INSURER B:</b> Liberty Mutual Insurance Company	
		<b>INSURER C:</b> Texas Mutual Ins. Co.	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 15/16 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ENVP009309-01	4/29/2015	4/29/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Pollution						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>			BAS(15)56345210	10/10/2015	10/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ENVE009311-01	4/29/2015	4/29/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/>	<input type="checkbox"/>				RETENTION \$
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			TSF-0001276880 20141004	10/4/2015	10/4/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Blanket Additional Insured, Blanket Additional Insured with Completed Operations, Primary/Non-Contributory and Blanket Waiver of Subrogation endorsed on General Liability policy. Workers Compensation policy is endorsed with a blanket waiver of subrogation. Auto policy is also endorsed with a blanket additional insured endorsement. Retro Date: 4/29/14. Umbrella is follow form.

<b>CERTIFICATE HOLDER</b>  City of Ferris 100 Town Plaza Ferris, TX 75125	<b>CANCELLATION</b>  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  Brook Crawford/LGLENN
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# ADDITIONAL COVERAGES

RETURN TO AGENDA

Ref #	Description PIP	Coverage Code	Form No.	Edition Date
Limit 1 2,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Uninsured motorist	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Waiver of Subrogation	Coverage Code WVSUB	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$135.00				
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$150.00				
Ref #	Description Premium discount	Coverage Code PDIS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$676.00				
Ref #	Description Schedule Mod Factor 1	Coverage Code SCH01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$845.00				
Ref #	Description Employer's liability	Coverage Code EL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$54.00				
Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$96.00				
Ref #	Description Managed Care Option	Coverage Code MCARE	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium -\$744.00				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

POLICY NUMBER: ENVP009309-01

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.</p>	<p>In respect to any location where the named insured is performing "your work".</p>

**Information required to complete this Schedule, if not shown, will be shown in the Declarations.**

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, effected prior to the date your operations for that person or organization commenced, that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by "professional services" performed for the additional insured(s).

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

**Exclusions**

This insurance does not apply to any "claim" that results from injury or damage occurring after:

- (1)** All "professional services", including materials, parts or equipment furnished in connection with such services, on the project (other than maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations have been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. EMPLOYEES AS INSURED**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

**4. SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations ) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**5. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

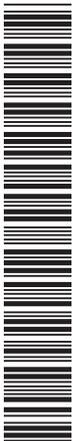
**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

**6. HIRED AUTO PHYSICAL DAMAGE**

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
  - (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
  - (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**7. TOWING AND LABOR**

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph **A.2.** Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

**8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a.**, Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

**14. LOAN / LEASE GAP COVERAGE**

**A.** Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

**B.** ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

**C.** SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**15. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:**

**17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
  - 1. You, if you are an individual;
  - 2. A partner, if you are a partnership;
  - 3. Member, if you are a limited liability company;
  - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

**19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.



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**20. HIRED AUTO COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V - DEFINITIONS is amended as follows:**

**21. BODILY INJURY REDEFINED**

Under SECTION V - DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**22. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDED WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
TRANSPORTATION POLLUTION LIABILITY COVERGE PART**

### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF SUBROGATION – If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under a contract with that person or organization.

All other terms and conditions remain unchanged.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver  
Name of person or organization

( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001276880 20141004 of the Texas Mutual Insurance Company

Issued to PACIFIC ENVIRONMENTAL GROUP LLC

Premium \$

NCCI Carrier Code 29939

Endorsement No.



Authorized Representative

WC420304B (ED. 6-01-2014)



Whole Environmental  
 5500 Ranger Dr.  
 Rockwall, TX 75032  
 Phone: (214) 500-6338  
 Fax: (972) 771-1838  
 david@wholeenvironmental.com

December 29, 2015

Attn: Bill Jordan  
 City of Ferris

**RE: BID- Asbestos Abatement – 211 E 8<sup>th</sup> St., Ferris, TX**

Based on an asbestos survey report by Precision Environmental Services, we are pleased to furnish the necessary labor, material, and equipment to perform the asbestos abatement for the above project.

#### SCOPE OF WORK

This proposal is for the removal and disposal of asbestos (ACM) as identified in the survey report written by Precision Environmental Services. The materials identified in the report and our own quantities have been used to formulate this proposal. The plaster texture will be scraped from the plaster up to the ceiling, the sheetrock texture will be scraped or the sheetrock pulled in its entirety, the flooring/mastic will be removed, the window caulk will be scraped, and the HVAC cloth will be removed. The window glazing removal could damage the window frame and glass. If the window is not being replaced or disturbed, I suggest leaving it as is. The door caulk could be left also. The roofing is excluded from this scope of work. Owner will supply a dumpster for trash. Lead has been excluded since this is not a child occupied facility. The only other suggestion would be to add drywall on all wall surfaces to encapsulate the asbestos but you would have to move all electrical thermostats, and switches and door frames, windows, grilles, etc may not match up.

#### ASBESTOS ABATEMENT

<b><u>Proper Removal and Disposal- HVAC cloth, plaster, VCT/Mastic, Wall texture:</u></b>	<b>\$48,319.00</b>
<b><u>Window/Door Caulk:</u></b>	<b>\$ 820.00</b>
<b><u>Window Glazing:</u></b>	<b>\$ 1,287.00</b>
<b><u>Air Monitoring and specifications- ACM:</u></b>	<b>\$ 6,275.00</b>

**TX DSHS Fees:** +/- \$2,600.00 to be billed to owner directly by state

#### SCHEDULE SUMMARY

Please allow up to (12) twelve work shifts to complete the abatement work. Mandatory 10 working day notice must be submitted to the State of Texas.

#### PROPOSAL BASED UPON

- Owner/Contractor to provide temporary utilities for abatement (electricity, lighting, and water), abatement only.
- One Mobilization. An additional mobilization will add \$700.00.
- Work to be performed during normal business hours or night and weekends at our choice.
- Payment to be made within 25 days of submission. Total billing will be submitted at the end of abatement or progress billing monthly. Any delay that may be encountered, including weather, gives us the option of submitting a partial progress invoice.
- Not responsible for removal of any additional materials not listed in this proposal or additional, unidentified layers of materials in the asbestos survey.
- Items removed in selective demolition work (removed to access asbestos materials) will be placed in an owner supplied dumpster or retained as scrap and made a part of our pricing.
- Asbestos specifications and third party air monitor being acceptable and approved by us. We prefer that the third party is picked by us to insure the project progresses well and to our budget.

EXCLUSIONS

- Sales tax.
- Hazardous materials not included in the scope of work in this proposal.
- Texas Department of State Health Services Notification Fees. These are billed directly to the owner by the state. Fee should be approximately \$2,600.00.
- Removal or having to move excessive debris or furnishings.
- Utility disconnects, demolition, or removal (cutting and capping).
- Any items to be salvaged to be removed prior to our commencement of work
- Any special circumstances or requirements
- Construction fencing, barricades, or security.
- Temporary lighting and utilities and restroom facilities.

QUALIFICATIONS

- A) All work and related activities to conform to TDSHS, EPA, OSHA and All Regulatory Agencies.
- B) Contractor to provide proper transportation and disposal of all waste to an approved landfill in accordance with NESHAP Regulations.
- C) One million dollar occurrence based liability (two million general aggregate), one million automobile, one million worker's compensation insurance, pollution liability, and five million umbrella liability.
- D) This proposal is subject to change if not accepted within 60 days.
- E) Invoiced upon completion, net 25 or progress billed toward the end of every month.
- F) **LIEN RIGHTS- Whole is allowed by this proposal and agreement to charge an additional \$450 for mailing it's 1<sup>st</sup> notice of intent to lien for non payment to protect it's lien rights. Whole is allowed to charge an additional charge of \$2,500.00 for having to file a lien for non payment. Whole is allowed to charge an additional \$4,500 for having to file suit for foreclosure plus all court cost, attorney's fees and contractor's expenses for foreclosure on the property and any interest or damages allowed by law. Owners/Lease Holder will not dispute the character, timeliness, or content of contractor's notices as long as the notices are sufficient enough to show that proper payment has not been made according to the terms of this agreement.**

Should you have any additional questions, please feel free to contact me at the above captioned office number or on my mobile at 214.500.6338.

Sincerely,



David Cross

Path: DC/My Docs/proposal/2015/City Ferris- 211 E 8<sup>th</sup> Asbestos

**CLIENT ACCEPTANCE**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Service:  
Net Amount: \$

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

\_\_\_\_\_  
Title


**AIA<sup>®</sup> Document A305<sup>™</sup> – 1986**
**Contractor's Qualification Statement**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO: City of Ferris**

**ADDRESS: 100 TOWN PLAZA  
FERRIS, TEXAS 75125**

**SUBMITTED BY: Whole Environmental, Inc.**

**NAME: David Cross**

**ADDRESS: 941 FM 1139, Rockwall, TX 75032**

**PRINCIPAL OFFICE: Same as Above**

- Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**NAME OF PROJECT (if applicable):**

**211 EAST 8TH STREET- Asbestos Abatement**

**TYPE OF WORK (file separate form for each Classification of Work):**

- General Construction  
 HVAC  
 Electrical  
 Plumbing  
 Other (please specify) **Asbestos Abatement**

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? **10+**

§ 1.2 How many years has your organization been in business under its present business name? **8**

§ 1.2.1 Under what other or former names has your organization operated?

**Whole Environmental**

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: **2/27/2007**

§ 1.3.2 State of incorporation: **Texas**

§ 1.3.3 President's name: **David Cross**

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**1795- Demolition- All States**  
**1799- Asbestos Abatement- TX**  
**License#: 80-0823**

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**Texas**

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

**Demolition- Selective and Whole**  
**Asbestos Abatement**

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

**No**

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

**No**

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

**No**

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

**No**

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

**\$390,027.27**

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

**\$1,127,084.14**

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

**§ 4. REFERENCES**

**§ 4.1 Trade References:**

**See Attached**

**§ 4.2 Bank References:**

**See Attached**

**§ 4.3 Surety:**

**§ 4.3.1 Name of bonding company:**

**N/A**

**§ 4.3.2 Name and address of agent:**

**N/A**

**§ 5. FINANCING**

**§ 5.1 Financial Statement.**

**§ 5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**§ 5.1.2** Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

**Yes**

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**Yes**

§ 6. SIGNATURE

§ 6.1 Dated at this **3rd** day of **February, 2016**

Name of Organization: **Whole Environmental, Inc.**

By: *[Signature]*

Title: **President**

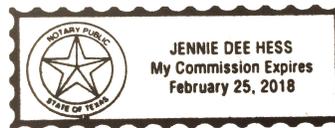
§ 6.2

**David Cross** being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this **3rd** day of **February** 20 **16**

Notary Public: *[Signature]*

My Commission Expires: **2/25/2018**



**Additions and Deletions Report for**  
**AIA® Document A305™ – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:28:18 on 03/22/2006.

PAGE 6

**David Cross**

~~M~~—being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

... Subscribed and sworn before me this **3rd** day of **February** ~~20~~**2016**



Notary:

A handwritten signature in cursive script, appearing to read "Jennie Hess".

My commission expires: **2/25/2018**

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Charles V. Bucci, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:28:18 on 03/22/2006 under Order No. 1000201877\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986 - Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



---

*(Signed)*

**President**

---

*(Title)*

**2/3/2016**

---

*(Dated)*



Whole Environmental, Inc.  
941 FM 1139  
Rockwall, TX 75032  
Phone: (214) 500-6338  
Fax: (469) 338-5935  
david@wholeenvironmental.com

### **Whole Environmental, Inc.'s Company Information**

Whole Environmental, Inc. brings way more to the table than our 10 year portfolio shows. We specialize in a wide array of environmental work that includes:

- Demolition (partial or complete)
- Asbestos, Lead, and Mold Abatement
- Remediation of hazardous substances, under-ground storage tanks, pits, septic, soil remediation, spills, and contaminants
- Landscape

Doing business with Whole Environmental, Inc. is always seamless and easy because we are properly licensed and insured to perform all of the work mentioned above. We work within the Texas Department State Health Services guidelines to notify of a remediation ,remove any hazardous materials, and notify the state, if any additional asbestos is found.

We strive to please the customer just as much as we strive to be environmentally friendly. Having experience with LEED projects, we regularly recycle more than half of our demolition waste.

### **Construction Projects in Progress:**

- Project: CVS#10946- Asbestos Abatement & Demolition
- GC: Project Builders
- Contract Amount: \$213,481.27
- Schedule Completion Date: 2/26/2016
  
- Project: Kaufman HS- Old Gym- Asbestos Abatement
- GC: Balfour Beatty
- Contract Amount: \$131,171.00
- Scheduled Completion Date: 2/5/2016
  
- Project: Alvarado Jr. H.S. Asbestos Abatement
- GC: Ratcliff Constructors
- Contract Amount: \$45,375
- Scheduled Completion Date: 1/29/2016

**Previous Customers:**

US Capital Visitors Center Construction - Washington DC

Asbestos abatement of steam tunnels and demolition of steam tunnels, slurry walls, tunnel encasements, and buried earthen shoring.

Langley AFB, VA, F-22 Facilities Project

Asbestos abatement, several UST removals, contaminated water and sludge disposal, and demolition of 3 huge double sided aircraft hangers and repair facilities.

Hyatt Hotel- DFW Airport

13 story hotel implosion. Asbestos abatement of 13 floors and lower levels followed by full gut and implosion for construction of terminal D.

Robert Mueller Airport- Austin, TX

Airport deconstruction. Complete environmental decommission of airport facilities and demolition of all structures.

Lake Ray Hubbard- Heath, TX

Dredge sedimentation from waterway between private properties. Over 5,000 cubic yards of dirt removed.

Arena Operating Group- Dallas, TX

Environmental remediation and demolition of TXU cooling ponds, fuel storage tanks, and several abandoned warehouses for the construction of the American Airlines Center and the W hotel.

Almeda Plant- Houston, TX- \$124,617

Enterprise Products

Asbestos abatement. Remediation of TSI, gasket, and transite in the Power Plant and pipe yard.

Mont Belvieu- \$69,360

Enterprise Products

Asbestos abatement. Remediation of exterior transite and chalkboards. TAHPA or RFCI removal of linoleum and VCT in the pipeline plant, pipe yard, and former school.

Motiva Power Plant #2- Port Arthur, TX- \$1,512,546

E- Source Holdings

Asbestos abatement. Remediation of boilers, tanks, cooling towers and pipe.

Lewisville ISD- Hedrick M.S., Degan, Hedrick M.S., Timbercreek E.S.- \$19,648

Pogue Const.

Selective Demolition.

Collin College- Preston Ridge Campus- Conference Center & Classroom- \$6,923

Pogue Construction

Selective Demolition.

Dallas ISD BP512- Samuell H.S. & Carter H.S.- Dallas, TX- \$45,549

Ratcliff Constructors

Selective Demolition.

Allen ISD- Allen HS- Cafeteria Serving Lines- \$21,976  
Piazza Construction, LLC  
Selective Demolition.

Dallas ISD BP506- W.T. White H.S. & Ervin E.S.- \$26,961.40  
Reeder General Contractors, Inc.  
Selective Demolition.

Alvarado Jr. H.S.- Alvarado, TX- \$35,994  
Ratcliff Constructors, LP  
Asbestos abatement. Remediation of 2 structures, prior to demolition.

Lewisville ISD- Griffin M.S.- The Colony, TX- \$44,969  
Balfour Beatty Construction, LLC  
Asbestos abatement. Remediation of entire school, prior to demolition.

Lewisville ISD- Camey E.S.- The Colony, TX- \$101,389  
Joeris General Contractors, Ltd  
Asbestos abatement. Remediation of entire school.

#### **Account References**

1. Aramsco- Contact: David Swint 972-880-1757; Acct#104466
2. Sunbelt Rentals- 800-508-4756; Acct#492840
3. BKW- Russell Hancock- Acct# WE002

#### **Bank Financial Information**

American National Bank- Acct#:300067311; 2865 Ridge Rd., Rockwall, TX 75032; Ph: 972-771-8361

**[www.wholeenvironmental.com](http://www.wholeenvironmental.com)**



**Whole Environmental Demolition**

**HUB Certificate #1201812240300**  
**Fed EIN# 20-8633372**  
**DSHS Asbestos Abatement Lic#80-0823**  
**DSHS Asbestos Supervisor Lic#80-3326 Reyes Ponce**  
**DSHS Asbestos Supervisor Lic#80-2211 David Jordan**

**PICS and ISNetworld Compliant**

**David Cross**

Rockwall, TX

214.500.6338

[david@wholeenvironmental.com](mailto:david@wholeenvironmental.com)**EDUCATION**

Bachelor of Business Administration- Stephen F. Austin State University

**SUMMARY OF QUALIFICATIONS**

- 25+ years of sales experience throughout various supply chains from manufacturer, distributor, wholesale supplier, service center, and contractor/sub-contractor.
- 15+ years of company and employee problem solving, dispute resolution, proactive problem prevention, enforcement of company policies and programs, and implementation of new company policy.
- 15+ years of experience in growing a start-up business and managing all facets of the day-to-day business which grew to 300+ employees and multi-state offices and operations.
- 15+ years of estimating, budget, and profit/loss experience.
- 5+ years of managing 3 branch managers and 5 division managers.
- Demonstrated ability to lead, manage, increase sales, and increase profitability.
- Repeated accomplishment of new business development in new markets and expanding existing.
- Significant ability to build customer base and retain repeat sales and business.
- Ability to “Partner” with customers to become a necessary part of their needs.
- Effective planning, communication, and process skills to manage personnel, budget, and time.

**CAREER OVERVIEW**

Whole Environmental- Principal, 2005 to Present

- Start-up business in the field of environmental and demolition work. Completed projects in the removal of asbestos, lead, mold, demolition, selective demolition, fire code/life safety, concrete, dirt work, silt removal/dredging of ponds, and a design/build asbestos removal and demolition of 40’ off the end of a 2 story building that included moving all utilities and meters and structural rebuild of the end of the building while occupied. Many projects over \$100K with 2 over \$300K. Annual sales in the \$1M range.

ICE Contractors, Inc- Vice-President/Principal, 1995-2005

- Start-up business that doubled in sales 6 years in a row with the largest single contract being over \$6M.
- Increased business and offerings by opening additional offices across the US (Washington DC, Houston, TX, and Spokane, WA) and added 4 divisions (general construction, plumbing, HVAC/mechanical, and demolition) to increase business and capabilities to perform more complex work and larger projects. Personally responsible for about 50% of the company sales. Annual sales to \$15M+.
- Provided requested audited financial statements to the bonding company for several years to prove our reviewed financials, since the bonding company could not believe the profit margins. The profit margins were the highest they had ever seen for a contractor, usually around 50%.
- Increased profit by strict control over spending by negotiating with suppliers and controlling inventory, contained overhead and labor burden costs by limiting turnover and negotiating and controlling cost aspects of insurance and worker’s compensation issues, and implemented systems and accountability to increase productivity of employees to decrease the need for additional employees.
- Further increased profit through planning, system management, and job needs analysis of process, personnel, equipment, and project management and taught managers to do the same.
- Increased profit through use of budgets, strict adherence to budgeting, and implementation of budgeting goals with branch managers, supervisors and superintendents.

- Experienced in all operations of managing the business including: sales, personnel, accounting, accounts payable and receivables, collections, payroll, employee tax and burden, income taxes, insurances, project formation and management, purchasing and hiring.
- Developed accounting system and job costing systems, schedules for bid formation and estimating, most forms used by company and personnel, company logo, company name, company literature, filing systems, tracking systems, legal documents, contracts, agreements, and an internet based management program for tracking bids, jobs, job progress and automatic e-mail of assignments to employees based on job completion/progress, and interoffice e-mail.
- Purchased all vehicles, heavy equipment, leases, most capital equipment, and all properties.
- Negotiated with owners, consultants, and contractors for contracts and contract provisions.
- Responsible for resolving approximately 95% of all disputes.
- Took over management of all jobs that did not track their budget.
- Set up partnerships and corporations for asset protection.
- Worked with commercial property owners, property managers, federal, state, county and municipal governments, colleges, school districts, industrial plants, private businesses, other contractors, consultants, and medical institutions.

#### J.A. Sexauer- District Manager, 1994-1995

- Sales, marketing, and merchandising of plumbing, electrical, HVAC, industrial, and maintenance supply products to distributors, retailers, government, and facility maintenance departments.
- Quota goals obtained and consistently exceeded.
- All bonus contests were obtained at the highest level of production or pay-out.
- Responsible for all aspects of territory development and management.
- No training to start was supplied.
- Territory had very little business and competition was entrenched in customers.
- Wholesale sales to: Plumbing shops, hardware stores, and industrial suppliers.
- Retail customers: school districts, hospitals, property management, nursing homes, hotels, contractors, industrial plants, government facilities, and others.

#### S-B Power Tools, Robert Bosch Power Tool Corp.- Sales Representative, 1989-1994

- Promoted to a larger and more challenging territory (1993) in Dallas, North Central Texas, and East Texas, where I increased sales by 34% (approx. \$300K) and exceeded quota by 21%.
- Top performer in a region of 11.
- Promoted to sales (1991) in Western Tennessee, Arkansas, Northern Mississippi, and Louisiana, where I successfully rebuilt a declining territory to an increase in sales of 15% (approx. \$150K) and exceeded quota by 10%.
- Responsible for selling products, services, writing and presenting proposals, training distributor sales people, merchandising and promotions to retail hardware stores and chains, construction and industrial suppliers and distributors, rental stores and yards, COOPs, and OEMs.
- Duties included: Maintaining accounts, developing new business and accounts, collections, and advertising and promotions of products.
- Called on owners, officers, and purchasing agents.
- Doubled the size of the previous second largest account in the territory to form the largest account ever in the territory.
- Management trainee in a factory service center and the first ever to be promoted from service to sales representative in the history of Bosch. Youngest ever, also.

- Responsible for inventory and had the lowest inventory to inventory turn over ratio of all the service centers in the US.
- Sales increase of over 30%. Took sales from an average of less than \$30K per month to over \$40K.
- Service Center Manager quit and I assumed all responsibilities for service technicians, reporting, inventory, shipping and receiving, cash transactions, and many weekly and monthly reports prior to being promoted to a sales territory.

**CHARACTER/ABILITIES**

I am a bit of a work-a-holic and slight perfectionist.

I will run your business like it is my own, but I will have no problem running it your way.

I will put in the time to get the job done.

I usually get along with everyone, even those whom no one else does and have the ability to motivate them all.

**TRAINING and LICENSURE**

Certified in Professional Selling Skills III

Lead Supervisor

Mold Contractor trained, not licensed

## REYES PONCE

---

1521 AMITY LANE DALLAS, TEXAS (972) 400-9089, RPELLC10@HOTMAIL.COM

### EXPERIENCE

3/1/1985 TO 1995	Mesa Environmental Services, Inc.	<i>Fort Worth, Texas</i>
	<ul style="list-style-type: none"><li>• Asbestos Worker</li><li>• Asbestos Supervisor</li><li>• Superintendent</li></ul>	
1995 TO 2005	ICE, Inc.	<i>Dallas, Texas</i>
	<ul style="list-style-type: none"><li>• Co-Owner</li><li>• Project Manager</li></ul>	
2006 TO 2012	Ponce Contractors, Inc.	<i>Dallas Texas</i>
	<ul style="list-style-type: none"><li>• Owner</li></ul>	
2012 TO PRESENT	Whole Environmental, Inc.	<i>Rockwall, TX</i>
	<ul style="list-style-type: none"><li>• Project Manager</li><li>• Abatement Supervisor</li></ul>	

### REFERENCES

References are available on request.

**DSHS Asbestos Supervisor Lic#80-3326 Reyes Ponce**

## DAVID JORDAN

456 PADDLE DRIVE, CROWLEY, TEXAS 76036 (817) 680-1586 RPELLC20@HOTMAIL.COM

### EXPERIENCE

- |   |                                   |                   |
|---|-----------------------------------|-------------------|
| FEBRUARY 2014 TO PRESENT  | Whole Environmental, Inc.         | Rockwall, Texas   |
| <b>ASBESTOS SUPERVISOR</b>  |                                   |                   |
| <ul style="list-style-type: none"><li>• Project Manger</li><li>• Estimator</li><li>• Sales</li></ul>  |                                   |                   |
| 2/15/2010 TO FEBRUARY 2014  | Golden Stars Environmental ,Inc.  | Corsicana, Texas  |
| <b>CO-OWNER</b>   |                                   |                   |
| <b>ASBESTOS, LEAD, MOLD ABATEMENT</b>   |                                   |                   |
| <b>IN-DOOR AIR QUALITY</b>  |                                   |                   |
| 3/1/2003 TO 2/1/2010  | Greater Texas Environmental, Inc. | Beaumont, Texas   |
| <b>CO-OWNER</b>   |                                   |                   |
| <ul style="list-style-type: none"><li>• Asbestos, Lead, Mold Abatement</li><li>• In-Door Air Quality</li><li>• Demolition (Interior and Structural)</li></ul> |                                   |                   |
| 3/1/1986 TO 3/1 2003  | Mesa Environmental, Inc.          | Fort Worth, Texas |
| <ul style="list-style-type: none"><li>• Asbestos, lead, mold abatement</li><li>• Hazardous Material Management</li></ul>                                      |                                   |                   |

### EDUCATION

Stephen F. Austin State University

**DSHS Asbestos Supervisor**  
**Lic#80-2211 David Jordan**

•

### REFERENCES

References are available on request.



# CERTIFICATE OF LIABILITY INSURANCE

RETURN TO AGENDA DATE (MM/DD/YYYY)

2/3/2016

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> TDECU Insurance Agency LLC 1520 Hwy 159 W  Bellville TX 77418		<b>CONTACT NAME:</b> Tajuana Iselt <b>PHONE (A/C, No. Ext):</b> (800)897-1395 <b>E-MAIL ADDRESS:</b> tiselt@tdecuinsurance.org <b>FAX (A/C, No):</b> (979)238-8371	
<b>INSURED</b> Whole Environmental, Inc. 941 FM 1139  Rockwall TX 75032		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Rockhill Insurance Company INSURER B: Allied Property & Casualty Ins INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: CGLUMB16-17autoimwc15-16 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR xcu included contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENVP000337-04	2/2/2016	2/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 Pollution Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7263854776	3/11/2015	3/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENVE000338-04	2/2/2016	2/2/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SBP-0001156600	4/16/2015	4/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	equipment floater w/ rented equipment coverage			ACP7263854776	3/11/2015	3/11/2016	scheduled \$132,500 rented \$200,000

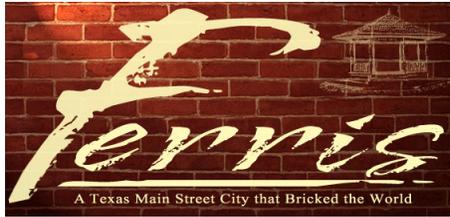
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
INSURED SAMPLE CERTIFICATE.

### CERTIFICATE HOLDER

### CANCELLATION

INSURED SAMPLE CERTIFICATE.	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 Brent Wieprecht/BRENT <i>Brent Wieprecht</i>
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# City of Ferris

## AGENDA ITEM REPORT

<b>Meeting Date:</b>	February 16, 2016
<b>Department:</b>	City Secretary
<b>Submitted By:</b>	Destiny Wright
<b>Previously Reviewed By:</b>	
<b>Item Type:</b>	<input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action
<b>Budgeted Expense:</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Amount: \$7,000.00

### Attachments:

Resolution No. R-16-195  
Exhibits A, B, and C

### Discussion / Justification:

The attached Resolution orders the General Election to be held on May 7, 2016 for the purpose of electing the Mayor, City Council Place One and City Council Place Four. We will be holding a joint election with the Ferris ISD as they are holding an election for their School Board members. Both entities (City and ISD) will contract with Ellis County for election services and equipment.

The City Attorney has reviewed and approved the Resolution and all Exhibits.

<b>Recommendation / Staff Comments:</b>
I recommend approval of Resolution No. R-16-195.
<b>Motion(s):</b>
I, _____, move to approve Resolution No. R-16-195.

**CITY OF FERRIS**

**RESOLUTION NO. R-16-195**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2016 FOR THE PURPOSE OF ELECTING THE MAYOR, CITY COUNCIL MEMBER FOR PLACE ONE AND CITY COUNCIL MEMBER FOR PLACE FOUR, FOR TWO-YEAR TERMS EACH; PROVIDING FOR SUCH ELECTION TO BE JOINTLY HELD WITH THE FERRIS INDEPENDENT SCHOOL DISTRICT; AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ELLIS COUNTY FOR ELECTION SERVICES AND EQUIPMENT; ESTABLISHING PROCEDURES FOR THE ELECTION; DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 41.001 of the Texas Election Code, as amended, establishes the first Saturday in May as a “uniform election date” for the purposes of conducting general and special elections; and

**WHEREAS**, May 7, 2016 is therefore designated as a uniform election day; and

**WHEREAS**, by this resolution, it is the intention of the City Council of the City of Ferris, Texas (the “City Council”) to call the 2016 General Election as required by State law, designate a polling place for the General Election, and establish and set forth procedures for conducting said election (the “Resolution”); and

**WHEREAS**, the City Council is the governing body authorized to order a general election pursuant to Chapter 41 of the Election Code and Chapter 22 of the Texas Local Government Code; and

**WHEREAS**, the City Council has determined that a joint election with the Ferris Independent School District, which is electing members for its Board of Trustees on the same date of May 7, 2016 is hereby found to be desirable for the convenience of voters; and

**WHEREAS**, the City Council has determined that a contract with Ellis County Elections Administrator for election services and equipment is found to be desirable and in the best interest of the City of Ferris (the “City”).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERRIS, TEXAS THAT:**

SECTION 1. Election Order for General Election. In accordance with the general laws and the Texas Constitution, a general election is hereby called and ordered to be held on the 1st Saturday of May 2016, being May 7, 2016 (“Election Day”) under and by virtue of the provisions of the authority of the City of Ferris, for the purpose of electing the Mayor, City

Resolution No. R-16-195

Council Member for Place One and City Council Member for Place Four, who shall each serve for a period of two years or until their successors have been duly qualified. The candidate receiving a plurality of the votes cast shall be declared elected to each office.

SECTION 2. Election Notice and Publication. This Resolution shall serve as the Order of Election (as required by Section 3.001 of the Code) and the City Secretary is hereby directed to post a Notice of Election (as required by Section 4.001 of the Code) for the General Election, a copy of which is attached as **Exhibit C**. A copy of the Notice of Election shall be posted on the bulletin board used for posting notices of the meetings of the City Council at least ten (10) days before Election Day. A copy of the Notice of Election shall be published in the newspaper in accordance with state law.

SECTION 3. Election Services Equipment Contract. A contract with the Ellis County Elections Administrator for election services and equipment is found to be desirable and in the best interest of the City. The Mayor or his or her designee is authorized to execute a contract with Ellis County for the purpose of having Ellis County Elections furnish all or any portion of the election services and equipment required by the City Secretary to conduct the election (“Contract”), which is attached and labeled **Exhibit A** and incorporated herein by reference. The contract, election services, and equipment provided therein shall conform to Chapter 31, Subchapter D of the Texas Election Code, and other applicable statutes and laws.

SECTION 4. Polling Place. The entire City shall constitute a single election precinct for said election. The polling place of the Election shall be as follows:

Ferris Independent School District Central Administration Building  
301 E. Fifth Street  
Ferris, Texas 75125

And shall be open from 7:00 a.m. to 7:00 p.m. on Election Day. Other polling places may be provided pursuant to the Contract. The polls shall be operated pursuant to the requirements of the Texas Election Code.

SECTION 5. Joint Election Agreement. A joint election with the Ferris Independent School District, which is electing members for its Board of Trustees on the same date of May 7, 2016, is hereby found to be desirable for the convenience of the voting public, and it is declared that a joint election shall be held under the terms of the Joint Election Agreement, which is attached and labeled **Exhibit B** and incorporated herein by reference. The Mayor or his or her designee is hereby authorized to execute this Agreement.

SECTION 6. Expenditures Authorized. All expenditures necessary for conducting the General Election, the purchase of materials, the rental of equipment, and the employment of all election officials is hereby authorized, and shall be conducted in accordance with the Contract, the Agreement and the Texas Election Code. In the event of a conflict between this Resolution, the Joint Election Agreement and the Contract, the Contract shall control.

Resolution No. R-16-195

SECTION 7. Candidate Application and Filing Dates. In accordance with Section 143.007 of the Election Code, eligible persons wishing to become candidates must file an application for a place on the ballot with the City Secretary and may do so beginning 8:00 a.m. on Wednesday January 20, 2016 and continue through Friday, February 19, 2016 at 5:00 p.m. The names of eligible and qualified candidates for such office shall be placed on the ballots for such election by the City Secretary at the time and in the manner prescribed by law.

SECTION 8. Ballots and Election Method. Combined ballots may be utilized containing all of the offices to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office on which the voter is ineligible to vote. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary pursuant to state law. If a drawing is required, notice of the time and place for such drawing shall be given in accordance with the Code. Paper ballots shall be used for early voting by mail and the AutoMARK Recording Electronic Voting System shall be used for early voting by personal appearance and on Election Day.

SECTION 9. Early Voting. Jana Onyon, Ellis County Elections Administrator, is hereby appointed as the Early Voting Clerk for the General Election, as indicated in the Contract. Early voting shall be conducted in accordance with the Texas Election Code and with the Contract.

a. Early Voting by Personal Appearance. Early voting by personal appearance shall commence on April 25, 2016 and continue until May 3, 2016. The main early voting site shall be at the Ferris Independent School District Central Administration Building, 301 East Fifth Street, Ferris, Texas 75125. Specific days, times and locations shall be designated by the Ellis County Elections Administrator and included in the Contract and shall be in compliance with state law. On at least two weekdays during the early voting period, the location for early voting shall be open for at least twelve (12) hours as mandated by state law.

b. Early Voting by Mail. The Ellis County Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting by mail shall be delivered to the Ellis County Elections Administration Office no later than 12 noon or the close of business (whichever is later) on April 26, 2016, and as provided by state law. The City Secretary is directed to forward applications and ballots she may receive to the Ellis County Elections Administrator via e-mail to [Elections@co.ellis.tx](mailto:Elections@co.ellis.tx) or facsimile to the Ellis County Elections Administration Office, as provided in the Contract.

c. Early Voting Ballot Board. Early voting, both by personal appearance and by mail shall be canvassed by an Early Voting Ballot Board which is hereby created. According to the Contract, Ellis County shall appoint the Early Voting Ballot Board and the presiding judge to process early voting results from the election.

SECTION 10. Election Officials. Pursuant to the Contract, the Elections Officer is responsible for appointing the election judge, any alternate election judge, any clerk(s) or other election worker(s), and for paying the costs of election judges and clerks.

Resolution No. R-16-195

SECTION 11. Governing Law. The election shall be conducted in accordance with the Texas Constitution and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at said election.

SECTION 12. Necessary Actions. The City Manager and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized by this Resolution.

SECTION 13. Severability Clause. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this Resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portions of this Resolution, but in all respects said remaining portions shall be and remain in full force and effect.

SECTION 14. Effective Date. The City Council finds that an emergency involving the efficient daily operation of the City is involved, and that this ordinance will become effective immediately.

PASSED, APPROVED, AND ADOPTED on this the 16th day of February, 2016.

Approved:

\_\_\_\_\_  
Micheal L. Driggars, Mayor

Attest:

\_\_\_\_\_  
Destiny Lusk Wright, City Secretary

Approved As To Form:

\_\_\_\_\_  
Kent Hofmeister, City Attorney

**EXHIBIT A**  
**CONTRACT FOR ELECTION SERVICES AND EQUIPMENT**

**May 7, 2016**  
**Joint Election**  
**Contract for Election Services**

**City of Ferris**  
**Ferris ISD**

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# May 7, 2016 Joint Election

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**THE STATE OF TEXAS  
ELLIS COUNTY**

**CONTRACT FOR  
ELECTION SERVICES**

§

**CITY OF FERRIS  
FERRIS ISD**

**BY THE TERMS OF THIS CONTRACT** made and entered into by and between the CITY COUNCIL of the CITY OF FERRIS and SCHOOL BOARD of the FERRIS ISD hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the May 7, 2016 Joint Election.

**THIS AGREEMENT** is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Counting Station and judge of the early voting ballot board.

a. The Contracting Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The recommendations of the "Participating Political Subdivisions" will be the accepted guidelines for the number of clerks to work in each polling place. Election judges and early voting personnel shall be secured by the Contracting Officer using the recommended names provided by the "Participating Political Subdivisions."

b. Election judges shall attend the Contracting Officer's school of instruction. (Date and location to be determined)

c. Election judges shall be responsible for picking up from and returning election supplies to the Contracting Officer. (Date and location to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.

d. The Contracting Officer shall compensate each election judge and election worker. Each judge and worker shall receive an hourly wage agreed to by the “Participating Political Subdivisions.”

B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

a. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election.

b. The Contracting Officer shall secure all tables, chairs, and voting booths required to hold an election.

c. The Contracting Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A hard copy list of registered voters will be provided as back-up in each Election Day polling place.

d. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.

1. Equipment includes the rental of voting machines, ADA AutoMark voting devices (1 per site), transfer cases, ballot cans, voting signs, voting booths and laptop computers.

2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens etc.

C. The Contracting Officer, Jana Onyon, shall be appointed the Early Voting Clerk by the “Participating Political Subdivisions.”

a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person.

b.. Early Voting by personal appearance for the “Participating Political Subdivisions” shall be conducted during the time period and at the locations listed in Exhibit “A”, attached and incorporated by reference into this contract.

c. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.

1. Application for mail ballots erroneously mailed to the “Participating Political Subdivisions” shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. Scanned application with the voter’s original signature can be emailed to Elections@co.ellis.tx.us or Faxed to the Elections Office.

3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot.

d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The “Participating Political Subdivisions” shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations. The Election Day polling locations are listed in Exhibit “B”, attached and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for overseeing the tabulation of the early voting and election day voted ballots. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.

- a. The Contracting Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
- b. The Public Logic and Accuracy Test of the electronic voting system shall be conducted.
- c. Election night reports will be available to the "Participating Political Subdivisions" on election night. Provisional ballots will be tabulated after election night in accordance with law.
- d. The Contracting Officer shall provide the official copies of vote total tapes for the early voting/mail ballots and election day ballots to the "Participating Political Subdivisions" as soon as possible after all votes have been tallied.

## **II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.**

The "Participating Political Subdivisions" shall assume the following responsibilities:

- A. The "Participating Political Subdivisions" shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The "Participating Political Subdivisions" assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The "Participating Political Subdivisions" shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Tuesday, March 8, 2016.
- C. The "Participating Political Subdivisions" shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format.

a. The “Participating Political Subdivisions” shall deliver to the Contracting Officer as soon as possible, but no later than 9:00 AM , Thursday, February 25, 2016, the official wording for the May 7, 2016 Joint Election.

b. The “Participating Political Subdivisions” shall approve the "blue line" ballot format prior to printing.

D. The “Participating Political Subdivisions” shall post the publication of election notice by the proper methods with the proper media.

E. The “Participating Political Subdivisions” shall prepare and submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes.

F. The “Participating Political Subdivisions” shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit “C” for required services.

G. The “Participating Political Subdivisions” shall pay the Contracting Officer the estimated cost to run the joint election prior to Thursday, April 7, 2016. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer  
Att. Cheryl Chambers  
109 S. Jackson, 3<sup>rd</sup> Floor  
Waxahachie, Texas 75165**

Made payable to: “Ellis County Treasurer” with the note “for election services” included with check documentation.

H. The “Participating Political Subdivisions” shall pay any additional approved cost of conducting said election pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

**III. COST OF SERVICES.** See Exhibit “C.”

**IV. GENERAL PROVISIONS.**

A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the May 7, 2016 Joint Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.

B. Upon request, the Contracting Officer will provide copies of all invoices and other charges received in the process of running said election for the "Participating Political Subdivisions."

C. If a "Participating Political Subdivision" cancels their election pursuant to the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 7, 2016 Election. Notice of a cancelled election should be provided to the Contracting Officer no later than Monday, February 29, 2016.

D. The Contracting Officer shall file copies of this contract with the County Judge, County Auditor and the County Treasurer of Ellis County, Texas.

WITNESS BY MY HAND THIS THE 8 DAY OF February 2016.



Jana Onyon  
Ellis County Elections Administrator

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

By: \_\_\_\_\_  
City of Ferris

Micheal L. Driggars, Mayor  
Printed Name and Title

WITNESS BY MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2016

By: \_\_\_\_\_  
Ferris ISD

Thomas Griffith, Board President  
Printed Name and Title

Exhibit "A"

**May 7, 2016 Ferris City and School Joint Election**

**Early Voting Locations-**

Ferris ISD Administration Building 301 E. Fifth Street Ferris, TX 75125

Monday, April 25, 2016	8:00am-5:00pm
Tuesday, April 26, 2016	8:00am-5:00pm
Wednesday, April 27, 2016	8:00am-5:00pm
Thursday, April 28, 2016	8:00am-5:00pm
Friday, April 29, 2016	8:00am-5:00pm
Monday, May 2, 2016	7:00am-7:00pm
Tuesday, May 3, 2016	7:00am-7:00pm

Exhibit "B"

**May 7, 2016 Ferris City and School Joint Election**

**Election Day Polling Location**

Ferris ISD Administration Building 301 E. Fifth Street Ferris, TX 75125

(7am – 7pm)

Exhibit "C"

## City of Ferris / Ferris ISD

**SUMMARY OF COSTS FOR May 7, 2016 JOINT ELECTION (Draft)**

Ballots/Coding	\$2,248.00
Supply Cost	\$200.00
Equipment Rental	\$1,486.68
Early Voting Personnel	\$1,536.00
Election Day Personnel	\$697.00
Ballot Board Personnel	\$240.00
Tabulation System & Personnel <i>(\$4,434.00 ÷ by 11 entities = \$403.09 each entity)</i>	\$806.18
Election Dept. Overtime	\$450.00
Miscellaneous	\$200.00
Total	\$7,863.86
10% Administrative Fee	\$786.39
Grand Total	\$8,650.25
$\$8,650.25 \div 2 = \$4,325.13$	

**AMOUNT DUE****City of Ferris - \$4,325.13****Ferris ISD – \$4,325.13**

**EXHIBIT B**  
**JOINT ELECTION AGREEMENT**

**JOINT ELECTION AGREEMENT**

This Agreement is made by the City of Ferris, acting through its Mayor, Micheal L. Driggars (the “City”) and the Ferris Independent School District, acting through its Board of Trustees President, Thomas Griffith, (the “School District”), for a Joint Election to be held on May 7, 2016, in which voters will elect members of the School District’s Board of Trustees and the offices of Mayor, City Council Member for Place One and City Council Member for Place Four.

In consideration of the following mutual covenants and promises, City and School District agree:

1. The following location(s) shall serve as the Election Day common polling location(s):

<u>Location</u>	<u>Physical Address</u>
Ferris Independent School District Central Administration Building	301 E. Fifth Street, Ferris, TX 75125

2. Each party shall bear its own election costs.
3. This Agreement shall be construed in accordance with the laws of the State of Texas and under Chapter 271, the Texas Election Code, and all obligations of the parties are performable in Ellis County, Texas.
4. In connection with the Agreement, all notices, inquiries, and communications shall be to the following persons or offices:

<u>For the City</u>	<u>For the District</u>
<b>City Secretary’s Office</b>	<b>Superintendent’s Office</b>
Destiny Wright	Cathy Taylor

APPROVED, 16th day of February, 2016, by the City Council of the City of Ferris.

\_\_\_\_\_  
MAYOR, CITY OF FERRIS

\_\_\_\_\_  
CITY SECRETARY

APPROVED, \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the Board of Trustees of the Ferris Independent School District.

\_\_\_\_\_  
**SCHOOL BOARD PRESIDENT**

\_\_\_\_\_  
**SCHOOL BOARD SECRETARY**

**EXHIBIT C  
NOTICE OF ELECTION**

**CITY OF FERRIS  
CIUDAD DE FERRIS**

**NOTICE OF GENERAL ELECTION  
(AVISO DE ELECCION GENERAL)**

To the Registered Voters of the City of Ferris, Texas:  
*(A los votantes registrados de la Ciudad de Ferris, Texas):*

Notice is hereby given that the polling places listed below will be open from 7:00 am to 7:00 pm, on May 7, 2016, for voting in a **General Election to elect the Mayor and (2) Aldermen (Places 1 and 4).**

*(Notifíquese, por las presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 am hasta las 7:00 pm el 7 de Mayo de 2016 para votar en la Elección General para elegir el Mayor y (2) Alderman (Lugares 1 y 4).*

**LOCATION OF POLLING PLACES  
(DIRECCION DE LAS CASILLAS ELECTORALES)**

Ferris ISD Administration Building  
301 E. Fifth Street  
Ferris, Texas 75125

Early voting by personal appearance will be conducted each weekday at:  
*(La votación adelantada en persona se llevará a cabo de lunes a viernes en)*

Ferris ISD Administration Building  
301 E. Fifth Street  
Ferris, Texas 75125

between the hours of 8 am to 5 pm beginning April 25, 2016 and ending on April 29, 2016

*(entre las horas de 8 am a 5 pm de la tarde empezando el 25 de Abril, 2016 y terminando el 29 de Abril, 2016)*

and between the hours of 7 am to 7 pm, May 2, 2016 and May 3, 2016.

*(y durante las 7 am a 7 pm de la tarde empezando el 2 de Mayo, 2016 a 3 de Mayo, 2016.)*

Applications for ballot by mail shall be mailed to:

*(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)*

Jana Onyon – Early Voting Clerk  
Ellis County Elections  
106 S. Monroe Street  
Waxahachie, Texas 75165

Fax: 972-923-5194

Email: Elections@co.ellis.tx.us

Applications for ballot by mail must be received no later than the close of business on:

*(Las solicitudes para boletas que se votaran en ausencia por correo deberan recibirse para el fin de las horas de negocio el:)*

April 26, 2016

26 de Abril, 2016

*(Date/Fecha)*

Issued this the 16<sup>th</sup> day of February, 2016.

*(Emitado este dia 16 de Febrero, 2016.)*

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Micheal L. Driggars, Mayor