

## **AGREEMENT BETWEEN HARRIS COUNTY AND NEWPORT POINTE, LTD.**

This Agreement ("Agreement") is made and entered into by and between **Harris County** ("County") a body corporate and politic under the laws of the State of Texas acting by and through its Engineering Department ("Department"), and Newport Pointe, LTD. ("**Contractor**") The County and Contractor may each be referred to herein collectively as the "Parties" and individually as a "Party."

### **1) GENERAL SCOPE OF SERVICES**

- A) The Contractor desires to construct a subdivision entry monument sign, as well as elements related to landscaping, planting, irrigation lines, and landscape gravel and related appurtenances, Harris County Project No. 2303130149 ("Non-Standard Elements") within the existing right-of-way of Rolling Breeze Drive ("Road ROW"), located in Harris County Precinct 3 as generally illustrated on Exhibit A attached hereto and incorporated herein by reference.
- B) The Contractor agrees that the maintenance and repair of the Non-Standard Elements ("Maintenance") is not standard maintenance for the County.
- C) The Contractor warrants and represents it will perform the Maintenance in compliance with all federal, state, and local laws, ordinances, rules, and regulations relating to the Maintenance.
- D) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- E) Contractor shall verify that each subcontractor it retains to perform the Maintenance pursuant to this Agreement are in compliance with Section C above.
- F) Contractor agrees that no part or appurtenance of the Road ROW shall be considered private property and the general public shall have the same access to such parts and appurtenances as to other County road rights-of-way.

### **2) CONTRACTOR'S RESPONSIBILITIES**

- A) Contractor agrees to accept full ownership of the Non-Standard Elements and responsibility for the perpetual Maintenance of the Non-Standard Elements, at no cost to the County, in accordance with the standards set forth in this Agreement. Contractor will, at no cost to the County, provide Maintenance of the Road ROW to the extent that the need for such Maintenance is a direct result of damage to the Non-Standard Elements or is otherwise directly caused by the Non-Standard Elements. The Contractor shall have no responsibility for maintenance and repair of the Road ROW, except as stated in this Agreement.
- B) Maintenance required by the Contractor shall include, but not be limited to, maintaining the intended function and the aesthetic appearance of the Non-Standard Elements. It shall also include removing and relocating the Non-Standard Elements if the County determines that it will be desirable due to changes in applicable regulations, including the Texas Accessibility Standards, or planned future improvements to the intersections, such as signalization or construction of additional lanes. In addition to satisfying the standards set

forth in this Agreement in performance of its maintenance responsibilities, the Contractor's performance shall conform to the standards prevailing in the County at the time of such maintenance with respect to scope, quality, due diligence, and care, in regard to usual and customary maintenance by the County on its typical medians and appurtenances in the median.

- C) If the Harris County Engineer ("County Engineer") determines that any Maintenance work is not being performed in accordance with the standards for same, as specified in this Section, he/she may request that the work be discontinued. The Contractor shall thereafter discontinue such work until the Contractor demonstrates to the County Engineer that the work will be performed in accordance with such standards and the County Engineer provides notice that the Contractor may proceed.
- D) Contractor agrees to make necessary repairs to the Non-Standard Elements or medians, or the Road ROW to the extent such repairs to the Road ROW are necessary due to damage to the Non-Standard Elements or is otherwise caused by the Non-Standard Elements or Maintenance of the Non-Standard Elements, as soon as reasonably practicable. Should the deficiencies requiring such repairs endanger the public, the Contractor shall implement interim safety measures until it can provide such Maintenance. However, the County may provide such measures on behalf of the Contractor without prior notice to the Contractor if the County Engineer, in his sole discretion, determines that it is necessary to implement interim safety measures until such time as the Contractor can provide its own safety measures. The Contractor shall be responsible for the cost incurred by the County in providing any interim safety measures on its behalf. In any event, the Contractor agrees to provide necessary Maintenance within one hundred and twenty (120) days from the date the Contractor becomes aware or reasonably should have become aware of the need for such Maintenance.
- E) Prevention and Repair of Damage. In performing the Maintenance, the Contractor shall follow necessary safety measures and shall take measures to prevent damage to persons and property resulting from the conditions that the Contractor is responsible for repairing and maintaining and resulting from repairs thereto.
- F) Notice of Repair or Maintenance. The Contractor shall notify the County in writing before commencement of repair or maintenance work under this Section, other than routine maintenance. If the repair or maintenance is of an emergency nature, such notification may be provided by telephone and confirmed in writing as soon as reasonably practicable thereafter. The Contractor shall provide written documentation to the County of the work done after completion of any non-routine maintenance or repairs within thirty (30) days of completion of such repairs.
- G) Failure to Maintain
  - a. If the County believes the Contractor has failed to perform its Maintenance duties pursuant to this Agreement, the County shall notify the Contractor in writing of such failure and allow the Contractor sixty (60) days to cure any such failure ("Notice to Cure"). If the Contractor has not taken reasonable steps to cure such failure within sixty (60) days of receipt of the Notice to Cure, then the County may, in its sole discretion, (a) alter, reduce, replace, remove, or authorize other changes to the Non-Standard Elements, at the Contractor's sole expense, including an administrative cost equal to 10% of the cost, or (b) terminate this Agreement.

- b. Notwithstanding the foregoing provisions in Section G(a), the County may perform such Maintenance if (a) the Non-Standard Elements are in need of Maintenance and (b) the Contractor has failed to perform such Maintenance in a timely manner. If the County performs any Maintenance or removal of any of the Non-Standard Elements, the County shall not be required to restore the Non-Standard Elements to their previous condition or specifications. The Contractor shall then have the right, at any time in the future, to enhance, replace, or restore any Non-Standard Elements repaired, replaced, modified, or removed by the County, and in this event, the Contractor will return all salvageable materials utilized by the County.

### **3) COUNTY'S RESPONSIBILITIES**

- A) The execution of this Agreement in itself does not constitute the County's approval of the Non-Standard Elements within the Road ROW. If drawings and specifications that include the Non-Standard Elements are submitted to the County in accordance with the Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure ("Regulations"), the County will review such drawings and specifications. If such drawings and specifications are approved by the County, the Non-Standard Elements must be constructed in accordance with the approved and permitted drawings and specifications.
- B) When the drawings and specifications are submitted to the County for permitting, the specific locations of any proposed Non-Standard Elements shall be clearly indicated on such drawings.
- C) In consideration of the Contractor entering into this Agreement, the County agrees that it shall not refuse to approve the installation of the Non-Standard Elements if installed in accordance with the approved and permitted drawings.
- D) It is specifically agreed that the County shall have no responsibility for the condition or maintenance of the Non-Standard Elements.
- E) Notwithstanding any provision of this Agreement that might be construed to the contrary, the Non-Standard Elements shall be considered part of the Road ROW and owned by the County. The County may at any time alter or remove the Non-Standard Elements, at the Contractor's sole expense, including an administrative cost equal to 10% of the cost, if and when the County, in the sole discretion of the County Engineer or the Applicable County Precinct Road and Bridge Superintendent ("County Representative"), determines it interferes with the proper use, safety, or operation of the Road ROW, for road purposes, or is necessary in order to make improvements to the Road, or has determined that the aesthetic appeal of the Non-Standard Elements has not been maintained. The County Engineer or the County Representative shall provide notice to the Contractor at least sixty (60) days prior to any such alteration or removal. The County agrees that the Contractor may replace, repair, or reconstruct the Non-Standard Elements altered or removed by the County pursuant to this Section 3(E), at the Contractor's sole cost and expense and subject to approval of plans and specifications by the County. Otherwise, upon complete removal of the Non-Standard Elements, the Contractor's maintenance responsibility shall end for the Non-Standard Elements.

### **4) INDEPENDENT PARTIES**

- A) The Maintenance performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Maintenance performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

**THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.



- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

## **5) TERM**

This Agreement is effective as of the date that it has been approved and executed by all Parties (the “Effective Date”) and remains in force and effect for a period of 20 years (“Term”). Thereafter, this Agreement shall be renewed for successive one (1) year terms (each a “Renewal Term”).

## **6) LIMITATION OF APPROPRIATION**

The District understands and agrees, said understanding and agreement also being the absolute essence of this Agreement, that the County is not appropriating any funds under this Agreement.

## **7) TEXAS PUBLIC INFORMATION ACT**

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov’t Code Ann. §§ 552.001 *et seq.*, as amended (the “Act”). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## 8) TERMINATION

- A) This Agreement may be terminated by mutual written agreement and consent of the Contractor and the County.
- B) If the County permanently removes any of the roads with Non-Standard Elements from the Road Log for any reason, the Contractor will have no further Maintenance responsibility for the Non-Standard Elements or median under this Agreement. If all the Road ROW with Non-Standard Elements covered under this Agreement are removed from the Road Log, this Agreement will terminate.
- C) The above termination provisions of this Section are in addition to rights of the County to terminate this Agreement under Section 2.
- D) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- E) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the “Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.

## 9) NOTICE

Any notice provided or permitted to be given under this Agreement (“Notice”) must be in writing and may be served by (a) depositing same in the United States mail, certified and addressed to the Party to be notified; (b) delivering the same in person to such Party; or (c) sending same by electronic mail (“Email”). Notice given by mail shall be effective upon deposit in the United States mail and Notice delivered in person or sent by email shall be effective upon receipt. The addresses for Notice are as follows:

COUNTY:

Harris County Engineering Department  
1001 Preston, 7<sup>th</sup> Floor  
Houston, Texas 77002  
Attention: County Engineer

**CONTRACTOR:**

Newport Pointe, LTD.  
27101 Westheimer Parkway  
Katy, TX 77494  
Attention: Channing Corbett  
Telephone: 281-647-6119  
Email: channing@compassld.com

The Parties may designate another address for all purposes of this Agreement by giving to the other Party not less than fifteen (15) days' advance written notice of such change of address.

All other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

**10) COMPLIANCE AND STANDARDS**

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to

transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of “in good standing” with the Texas Comptroller of Public Accounts.

- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- G) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this subcontract with County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability.
- H) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.”
- I) No Federal Exclusion: Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor’s business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- J) County and its designee shall have the right to conduct examinations, studies and audits of

the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. This section shall survive termination of this Agreement.

**11) APPLICABLE LAW AND VENUE**

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

**12) PROHIBITION ON LIENS**

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but not limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

**13) INSURANCE**

- A) The Contractor shall acquire and maintain liability insurance with a responsible insurance company or companies, insuring against liability for bodily or personal injury or death or damage to property.
- B) Every such policy of insurance shall provide coverage limits in amounts at least as great as the maximum liability authorized to be imposed against a similar contractor for governmental acts by the Texas Tort Claims Act, Chapter 101, Texas Civil Practices and Remedies Code, as amended and then in effect.
- C) The Contractor shall keep insured the Non-Standard Elements with a responsible insurance company or companies against risks, accidents, or casualties against which and to the extent insurance is usually carried by a similar contractor; provided, however, that at any time while any contractor engaged in construction work shall be fully responsible for the construction work, the Contractor shall not be required to carry insurance on that construction work. In such instances, the Contractor shall require any contractor engaged in construction work to procure, carry and maintain the insurance coverage set forth in this Section.

**14) INDEMNIFICATION**

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

**CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.**

**CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.**

**CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.**

**IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.**

**COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.**

**15) NO FEDERAL EXCLUSION**

- A) Contractor warrants that Contractor is not an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
  - i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
  - ii) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- B) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement.

## **16) OWNERSHIP OF DOCUMENTS; COPYRIGHT**

- A) Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Documents”) developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.
- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

## **17) AUDIT RIGHTS**

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor’s cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets,

correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.

- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

## **18) WAIVER OF BREACH**

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

## **19) SEVERABILITY**

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

## **20) SURVIVAL OF TERMS**

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

## **21) CONTRACT CONSTRUCTION**

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

## **22) SUCCESSORS AND ASSIGNS**



- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its interest in this Agreement without written consent of the other Party, which will not be unreasonably withheld.

**23) NO THIRD-PARTY BENEFICIARIES**

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

**24) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY**

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

**25) ENTIRE AGREEMENT; MODIFICATIONS**

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

**26) EXECUTION, MULTIPLE COUNTERPARTS**

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

**[EXECUTION PAGES FOLLOW]**

**HARRIS COUNTY, TEXAS**


By: \_\_\_\_\_  
LINA HIDALGO, County Judge  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
County Attorney

By: Robert de los Reyes  
Robert de los Reyes  
Assistant County Attorney  
C.A.O. File No.: 24GEN3058

**NEWPORT POINTE, LTD.**

By:   
Nino R. Corbett, Manager  
Date: 3/28/25

ATTEST:

By:   
Secretary

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# ISSUE FOR CONSTRUCTION FOR LANDSCAPE DEVELOPMENT

~NEWPORT POINTE~

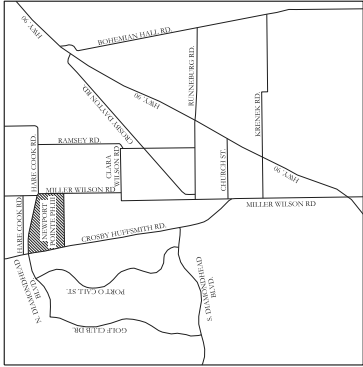
SECTION 3  
NEWPORT MUNICIPAL UTILITY DISTRICT  
CITY OF HOUSTON, E.T.J.  
HARRIS COUNTY, TX

DATE: 09/16/2024

NON-STANDARD ITEMS	
SUBDIVISION ENTRY MONUMENT SIGN	
LANDSCAPING	
PLANTING	
IRRIGATION LINES	
LANDSCAPE GRAVEL	

REFERENCE SITE DEVELOPMENT PROJECT # 2303130149

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VICINITY MAP

SHEET INDEX	
L100	OVERALL SITE PLAN
L101	MATERIALS LAYOUT PLAN & DETAILS
L201	LEFT LANE CLOSURE (4 LANE BOULEVARD ROAD)
L301	PLANTING PLAN
L302	PLANTING SCHEDULE, NOTES & DETAILS
L401	IRRIGATION PLAN
L402	IRRIGATION SCHEDULE, COUNTS, CALCULATIONS & HARRIS COUNTY REGULATIONS - APPENDIX D
L403	IRRIGATION NOTES
L404	PRECINCT 3 GENERAL NOTES
L405	IRRIGATION DETAILS



*Kyle Bruno*  
09/16/2024



LANDSCAPE ARCHITECT:  
BRUNO LAND DESIGN, LLC  
1923 VICTORIA GARDEN DR.  
RICHMOND, TEXAS 77406  
PH. (409) 382-0698  
CONTACT: KYLE BRUNO, LA, LI

1923 VICTORIA GARDEN DR. RICHMOND, TX 77406  
KYLE@BRUNOLANDDESIGN.COM (409) 382-0698





TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANGING DEVICES	SOI	BUFFER SPACE
N. DIAMONDHEAD BLVD.	35 MPH	205'	35'	70'	120'

LEGEND	
	Channelizing Devices
	Truck Mounted Attenuator (TMA)
	Portable Changeable Message Sign (PCMS)
	Traffic Flow
	Flagger

Posted Speed	Formula	Minimum Desirable Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Spacing of Channelizing Devices	Suggested Longitudinal Spacing of Channelizing Devices
30	$M \leq 10'$	On a Tangent 10'	On a Tangent 30'	On a Tangent 30'	90'
35	$M \leq 15'$	On a Tangent 15'	On a Tangent 35'	On a Tangent 35'	120'
40	$M \leq 20'$	On a Tangent 20'	On a Tangent 40'	On a Tangent 40'	150'
45	$M \leq 25'$	On a Tangent 25'	On a Tangent 45'	On a Tangent 45'	180'
50	$M \leq 30'$	On a Tangent 30'	On a Tangent 50'	On a Tangent 50'	210'
55	$M \leq 35'$	On a Tangent 35'	On a Tangent 55'	On a Tangent 55'	240'
60	$M \leq 40'$	On a Tangent 40'	On a Tangent 60'	On a Tangent 60'	270'
65	$M \leq 45'$	On a Tangent 45'	On a Tangent 65'	On a Tangent 65'	300'
70	$M \leq 50'$	On a Tangent 50'	On a Tangent 70'	On a Tangent 70'	330'
75	$M \leq 55'$	On a Tangent 55'	On a Tangent 75'	On a Tangent 75'	360'

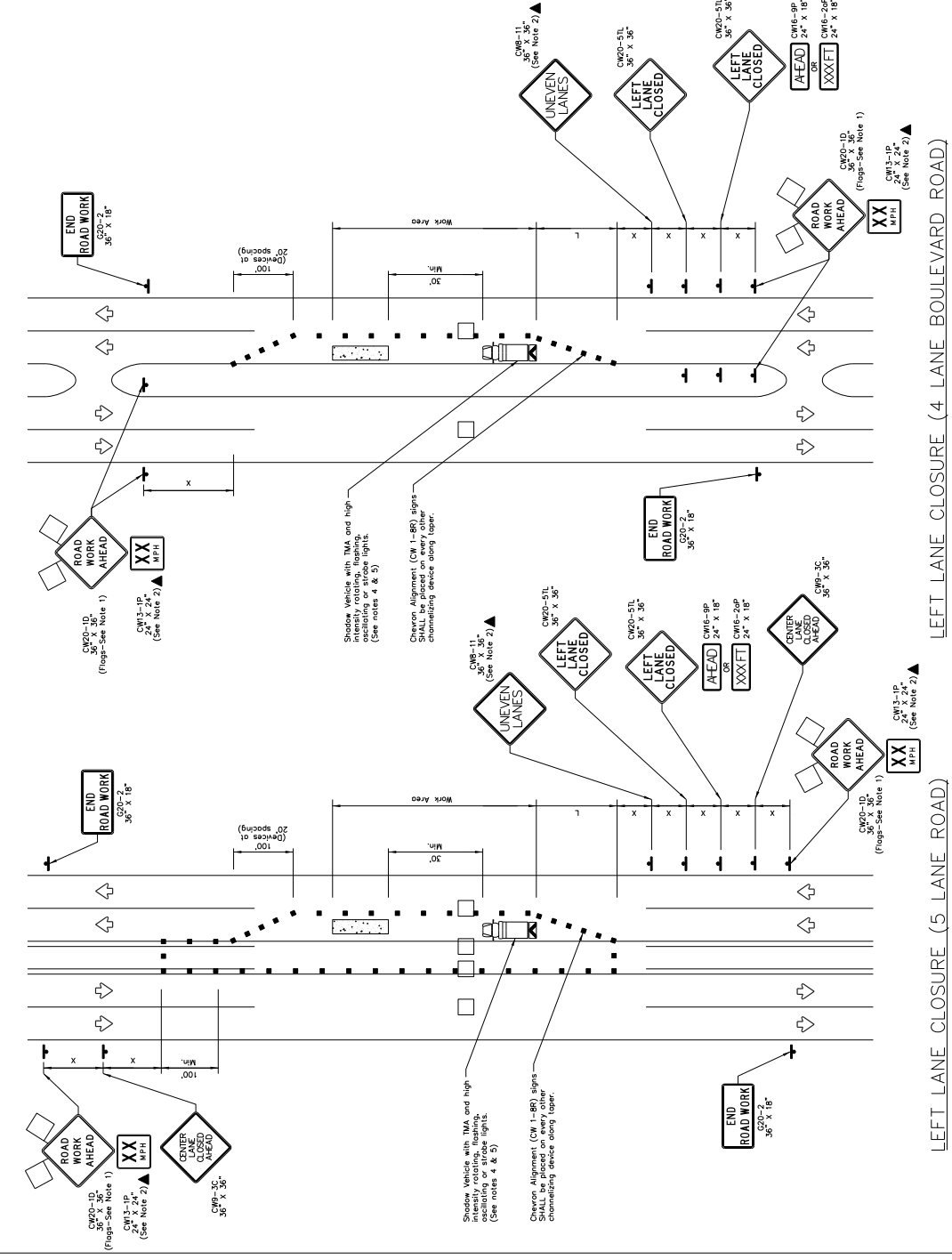
\* Conventional Roads Only

\*\* Taper lengths have been rounded off.

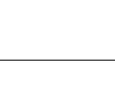
L=Length of taper(T) W=Width of Offset(T) S=Posted Speed(MPH)

GENERAL NOTES

- Flags attached to signs where shown are optional.
- All traffic control devices illustrated are REQUIRED, except those denoted with an asterisk (\*).
- Inactive work vehicles or other equipment should be parked near the work area.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting traffic flow.
- Shadow Vehicles with TMA's may be substituted for the Shadow Vehicle with a TMA.
- Additional Shadow Vehicles with TMA's may be positioned off the paved shoulder.
- Contractor shall provide and install Traffic Control Devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD) - Latest Edition.
- No lanes shall be blocked from 7am to 9am and 4pm to 6:30pm Monday thru Friday.
- On duty police officers/flaggers are required to direct traffic when applicable.
- If project is within 400 feet from a signalized intersection, the Contractor shall provide and install Traffic Control Devices in conformance with part VI of Texas Manual on Uniform Traffic Control Devices (TMUTCD) - Latest Edition with revisions) during construction.
- No lanes shall be blocked during construction.



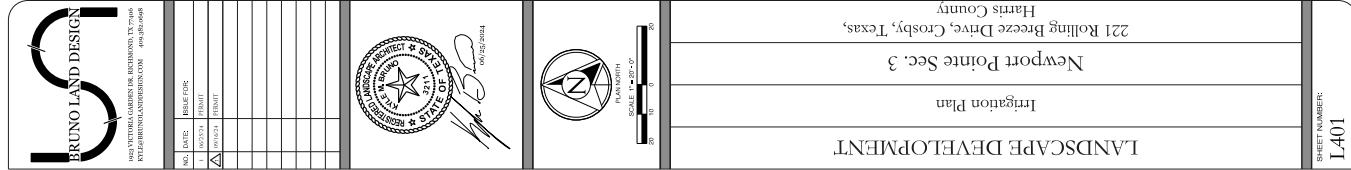
NO.		REVISIONS		DATE		NAME	
1		HARRIS COUNTY ENGINEERING DEPARTMENT		08/15/24		J. J. JONES	
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SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE
①	ISOLATION VALVE	NIBCO	77113	Line Size
②	V-STEP LANE	TEKNO	1150MA	Radius to Wheel for Size
③	SQUATTER VALVE	HOSENER	825-2012G	Radius to Wheel for Size
④	IRREGULATED SLUVE	—	SCF 40 up to 12 CA PT 1/2 to 1 1/2 (NPT)	Radius to Wheel for Size
⑤	IRREGULATED MAIN LINE	—	SCF 40	Radius to Wheel for Size
⑥	IRREGULATED LATERAL LINE	—	CL 60, 80	Radius to Wheel for Size
⑦	IRREGULATED ZONE IDENTIFIER OR BARRIER OR LANE	—	—	—

TIRE DEREGULATION BEHOLD	
<p>SPRAY DEREGULATION (SIDE)</p> <p>Valve No. _____</p> <p>GPS No. _____</p> <p>Valve Size _____</p>	<p>TRIP DEREGULATION (BEHOLD)</p> <p>Valve No. _____</p> <p>GPS No. _____</p> <p>Valve Size _____</p>

REFER TO SHEET L402 FOR FULL IRRIGATION LEGEND  
AND SCHEDULE

IRRIGATION HEAD LEGEND, COUNT & NOTES

SYMBOL	QUANTITY	DESCRIPTION & NOTES
	6	30 PSI OPERATING PRESSURE
	3	30 PSI HUNTER PGP 30 RED NOZZLE ADJUSTABLE ARC
	3	30 PSI HUNTER PGP 1 RED NOZZLE ADJUSTABLE ARC
	6	N/A HUNTER ADR STABLE FLOOD DUMMIE (40% - 21 GPM) TRUCKS/UMBRELLA
	1	N/A HUNTER RCV HOG VALVES
	1	N/A HUNTER RCV HOG VALVES
	1	N/A HUNTER PGP 20 VALVES

QUANTITIES PROVIDED ARE FOR CONTRACTOR ASSISTANCE ONLY. ACCURACY IS NOT GUARANTEED AND ALL QUANTITIES MUST BE VERIFIED.

Appendix D

CONSTRUCTION NOTES TO BE ON ALL PROJECTS	
NO	DESCRIPTION OF ITEM
1	Water lines, wastewater collection systems, and storm drainage systems shall be designed and constructed in accordance with the CITY OF HOUSTON'S, DEPARTMENT OF PUBLIC WORKS, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STORM SEWER, SANITARY SEWER, WATER MAINS AND DETAILS FOR WASTEWATER COLLECTION SYSTEMS, WATER LINES, STORM DRAINAGE AND STREET PAVING".
2	All storm sewer will be reinforced concrete (C78 class III) and shall be installed bedded and backfilled in accordance with the City of Houston's Drawings 02317-02, 02317-03, 02317-05, 02317-06 and 02317-07 as applicable.
3	All storm sewer constructed in side of easements shall be R.C.P. - minimum twenty (20) foot wide easements shall be provided.
4	An alternative to cement stabilized sand may be used as backfill for pipes fifty-four (54) inch and larger. The backfill shall be compacted to ninety-five (95%) standard proctor density. Tests shall be taken at one hundred (100) foot intervals on each lift. Bedding and backfill to one (1) foot above the top of the pipe shall be cement stabilized sand.
5	All proposed pipe sub-cuts from manholes/junction boxes or inlets are to be plugged with eight (8) inch brick walls unless otherwise noted.
6	The contractor(s) shall notify Harris County Engineering Department - Permit Office twenty-four (24) hours prior to the start of construction and shall be present for inspection and approval of construction at 1111 Franklin Street 8 <sup>th</sup> Floor, Houston, Texas, 77002.
7	Paving shall be in accordance with the "Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure" and/or amendments of the same.
8	Guidelines set forth in the latest edition of the "Texas Manual on Uniform Traffic Control Devices, TMUCD
9	with "Exemptions" shall be observed. The contractor shall obtain all permits required by the "Regulations of Harris County, Texas for Floodplain Management" prior to starting construction.
10	OWNER OR OWNER'S AGENT is advised all notifications required by Harris County, Texas prior to starting construction of utilities and/or culverts within Harris County and Harris County Flood Control District Right-of-Way.
PLEASE ADD ALL NOTES CIRCLED IN RED TO THE CONSTRUCTION PLANS	



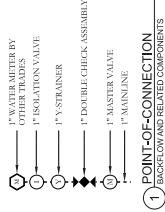
HYDRAULIC CALCULATION NOTES


TEN DAYS PRIOR TO COMMENCING WORK, VERIFY STATIC PRESSURE OF 55 PSI. IF STATIC PRESSURE IS LESS THAN 55 PSI, THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE TO CORRECT, REPAIR, OR REPLACE THE EXISTING IRRIGATION SYSTEM IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. HYDRAULIC CALCULATIONS FOR THIS SYSTEM ARE BASED ON THE STATIC PRESSURE AS STATED ABOVE. THE STATIC PRESSURE SHOWN BY THE COUNTY OR CITY. THE OWNER UNDERSTANDS THIS PROJECT MAY NOT PROVIDE 100% COVERAGE AT ALL TIMES.

HYDRAULIC CALCULATION POINT-OF-CONNECTION (FARTHEST HEAD)			
ITEM	SIZE	PSI	NOTES
SERVICE	1"	0.23	TYPE "K" COPPER D.W.S. FT. (7.22 GPM)
WATER METER	1"	0.50	(7.22 GPM)
BALL VALVE	1"	1.00	(7.22 GPM)
WATER METER	1"	0.20	(7.22 GPM)
BACKFLOW PREVENTER	1"	6.00	(7.22 GPM)
MASTER VALVE	1"	3.00	(7.22 GPM)
MAIN LINE (UNCONFINED)	1"	0.23	11.1 LINEAR FEET (7.22 GPM)
ZONE VALVE (#1)	1"	7.22	(7.22 GPM)
LATERAL SPRING	3/4" - 1"	0.57	
ELEVATION	N/A	0.00	INCREASED FEET
CRITICAL HEAD "X"	N/A	50.00	
TOTAL LOSS		(44.73)	
ASSUMED STATIC PRESSURE		50.00	
PRESSURE DIFFERENTIAL		(10.27)	


IRRIGATION LEGEND AND SCHEDULE

SYM	DESCRIPTION	MANUFACTURER	MODEL	SIZE / NOZZLE	NOTES
	AUTOMATIC CONTROLLER	HUNTER	PIE-400	N/A	INSTALL PER MANUFACTURER STANDARDS.
	RAIN SENSOR	HUNTER	RAIN-CLIC	N/A	INSTALL PER MANUFACTURER STANDARDS.
	DRIPIRRIGATION CONTROLLER VALVE	HUNTER	RZ-104	1"	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID. SOLE AND PENTON VALVE IN HOSE ON LID.
	DRIPIRRIGATION ZONE VALVE	HUNTER	HR-40-30	N/A	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	TREE IRRIGATION VALVE	HUNTER	ARB	0.5 GPM	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID. SOLE AND PENTON VALVE IN HOSE ON LID.
	RAINFALL CONTROL VALVE	HUNTER	ACT-100-15-40	1/2" NPT	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	LAWS POP-ROTOR	HUNTER	POP-ROTOR	1/2" NPT	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	LAWS POP-ROTOR	HUNTER	POP-ROTOR	1/2" NPT	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	WATER METER	---	PER CITY	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	DOUBLE CHECK VALVE	FIBRO	400-87 Series	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	ISOLATION VALVE	NIBCO	"T-113	1/2" NPT	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	Y-STRAINER	FIBRO	"Y-100A	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	MASTER VALVE	HUNTER	RZ-104	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	BOREHOLE SLEEVE	---	SET 4" at 12" C.A. PER 12" DIA. BOREHOLE	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	BOREHOLE MAIN LINE	---	SET 4" at 12" C.A. PER 12" DIA. BOREHOLE	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	BOREHOLE LATERAL LINE	---	CLAS-200	Relate to Plan for Size	INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	DRIPIRRIGATION ZONE	HUNTER/GRABER USE ONLY			INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	TREE IRRIGATION HEADER				INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.
	TREE IRRIGATION HEADER				INSTALL PER DETAIL IN 12"x12" PENTON VALVE BOX WITH SOLE DOWN LID.





**BRUNO LAND DESIGN**  
1810 VICTORIA GARDENS DR. BEAUMONT, TX 77705  
TEL: 409.833.4444 FAX: 409.833.4444  
WWW.BRUNO-LAND-DESIGN.COM



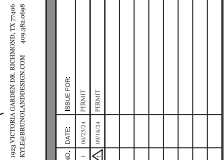
APPROVED FOR CONSTRUCTION  
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BY: [Signature]

LANDSCAPE DEVELOPMENT  
Irrigation Schedule, Counts, Calculations & Appendix D  
Newport Pointe Sec. 3  
Harris County Regulations & Harris County  
221 Rolling Brezzy Drive, Crosby, Texas,  
Harris County

20. THE BIDDING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES IN ORDER TO COMPLY WITH THE CITY'S REQUIREMENTS FOR CONSTRUCTION.
21. THE BIDDING CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES IN ORDER TO COMPLY WITH THE CITY'S REQUIREMENTS FOR CONSTRUCTION.
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Irrigation Notes  
Newport Pointe Sec. 3  
221 Rolling Breeze Drive, Crosby, Texas,





## GENERAL

1. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SECURITY TO PROTECT THE PROJECT SITE, CONTRACTOR PROPERTY, EQUIPMENT, AND WORK.
3. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STREETS OF CONSTRUCTION DIRT AND DEBRIS AT CLOSE OF EACH WORK DAY.
4. THE CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF THE JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
5. PRIOR TO CONSTRUCTION, THE CONTRACTOR, ALONG WITH CONSIDERING FROM THE FIELD ENGINEER, SHALL DETERMINE HIS/HER LAY-DOWN AND/OR STAGING AREA LOCATIONS.
6. THE CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS A MINIMUM OF 24 HOURS PRIOR TO BLOCKING DRIVEWAYS OR ENTERING UTILITY EASEMENTS.
7. TRAFFIC INGRESS AND EGRESS FOR DRIVeways AND PEDESTRIAN ACCESS FACILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
8. THE CONTRACTOR SHALL REMOVE ANY FENCES, POSTS, MAILBOXES, PLANTERS, PERMANENT TRASH CONTAINERS, CURBVERTS, ETC. OR SECTIONS THEREOF, THAT ENCRoACH WITHIN THE RIGHT-OF-WAY OF ANY ADJACENT PROPERTY OR THAT ARE NEAR ENOUGH TO THE PROPERTY TO RELOCATE OR REPLACE THESE ITEMS OUTSIDE OF THE COUNTY'S RIGHT-OF-WAY. IF THE OWNER HAS FAILED TO DO SO, THE CONTRACTOR WILL REPLACE THEM WITH THE MINIMUM LEVEL OF QUALITY NEEDED TO SECURE THE PROPERTY AND/OR MAINTAIN MAIL DELIVERY. IN THAT CASE, THE CONTRACTOR SHALL BE INCLUDED AS EXTRA WORK ITEMS OR AS OVERRUNS TO EXISTING PAY ITEMS.
9. ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS LOCATED OUTSIDE OF THE COUNTY'S RIGHT-OF-WAY, SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.
10. ALSO, IF THESE ITEMS ARE LOCATED WITHIN THE PROJECT RIGHT-OF-WAY AND ARE DESIGNATED TO REMAIN, ANY DAMAGE CAUSED BY THE CONTRACTOR TO SUCH ITEMS, SHALL BE REPLACED WITH LIKE-KIND OR BETTER AT THE CONTRACTOR'S EXPENSE.
11. TREES, BUSHES, SHRUBBERY AND OTHER ADORNED PLANTINGS DESIGNATED TO REMAIN SHALL BE REPLACED WITHIN 72 HOURS OF REMOVAL AND ARE TO BE THOROUGHLY WATERED-IN. NO SEPARATE PAY.
12. PAVED SURFACES, PAVEMENT MARKERS AND MARKINGS SHALL BE PROTECTED FROM DAMAGE BY TRACKED EQUIPMENT.
13. IRON ROOS DISTURBED DURING CONSTRUCTION ARE TO BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR FOR THE ORIGINAL PROPERTY OWNER AT NO SEPARATE PAY.
14. CONSTRUCTION STAKING WILL BE PROVIDED BY THE CONTRACTOR. TWO COPIES OF STAKING NOTES TO BE PROVIDED TO THE ENGINEER PRIOR TO CONSTRUCTION.
15. THE COUNTY OR THE COUNTY'S SURVEYOR SHALL PROVIDE A BENCHMARK OR TEMPORARY BENCHMARK AND SURVEY CONTROLS.
16. THE CONTRACTOR SHALL MAINTAIN UPDATED RED-LINED RECORD DRAWINGS ON SITE FOR INSPECTION BY THE ENGINEER.
17. MOWING, MAINTENANCE, AND CLEAN-UP OF THE PROJECT SHALL MEET THE REQUIREMENT OF STANDARD SPECIFICATION ITEM 560 (NO SEPARATE PAY). MOWING, MAINTENANCE, AND CLEAN-UP IS REQUIRED FOR THE PROJECT LIMITS AND DURATION, REGARDLESS OF THE CONTRACTOR'S SCOPE OF ACTIVITIES WITHIN THE PROJECT LIMITS.
18. THE REMOVAL OF ANY ABANDONED UTILITIES REQUIRED TO COMPLETE THE WORK SHALL BE INCIDENTAL AND NO SEPARATE PAYMENT SHALL BE MADE.
19. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOCKPILE NECESSARY MATERIAL, ON-SITE OR AT A SEPARATE LOCATION, TO BE AVAILABLE TO THE PROJECT. MATERIAL IS AVAILABLE AT THE TIME OF NEED. MATERIAL TO BE USED FOR THE PROJECT SHALL BE STOCKPILED IN A MANNER THAT IS PROTECTABLE FROM STORM SEVERE, ROADWAY, AND/OR CHANNEL EXCAVATION, SHALL BE USED BEFORE BLOWN IS BROUGHT ON-SITE.
20. MANHOLES, JUNCTION BOXES, INLETS, AND RISERS ARE TO BE PRECAST OR CAST-IN-PLACE.

TRAFFIC SIGNAL

1. ALL ITEMS RELATING TO THE CONSTRUCTION OF TRAFFIC SIGNAL SYSTEMS, EXCEPT FOR PUNCLIST ITEMS, SHALL BE COMPLETED PRIOR TO THE ACTIVATION OF THE SIGNAL SYSTEM(S), UNLESS OTHERWISE REQUIRED BY THE CONTRACT.
2. THE CONTRACTOR SHALL MEET WITH THE HARRIS COUNTY SIGNAL MAINTENANCE GROUPS, FIELD INSPECTOR, HEREINAFTER REFERRED TO AS THE TRAFFIC INSPECTOR, ONE-WEEK PRIOR TO THE DESIRED DATE OF ACTIVATION OF THE SIGNAL SYSTEM(S) TO DISCUSS THE PROJECT, REVIEW THE PREPARATIONS FROM THE TRAFFIC INSPECTOR THAT ADEQUATE PROGRESS HAS BEEN ACHIEVED AND THAT ADEQUATE PREPARATIONS ARE IN PLACE TO SCHEDULE A PRE-"TURN ON" WALK-THROUGH INSPECTION MEETING. IF IN THE OPINION OF THE TRAFFIC INSPECTOR, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT ACHIEVED, THE MEETING SHALL BE POSTPONED TO A DATE TO BE DETERMINED BY THE TRAFFIC INSPECTOR. AFTER ADEQUATE TIME FOR COMPLETING ALL INCOMPLETE ITEMS AND PREPARATIONS TO BE COMPLETED, THE CONTRACTOR SHALL REQUEST THE TRAFFIC INSPECTOR REVIEW AND APPROVE ITEMS PREVIOUSLY IDENTIFIED. IF IN THE OPINION OF THE TRAFFIC INSPECTOR, THE REVIEW AND APPROVAL OF THE PREVIOUSLY IDENTIFIED ITEMS, THE PRE-"TURN ON" WALK-THROUGH INSPECTION SHALL BE ESTABLISHED. TIME EXTENSIONS TO THE CONTRACTOR WILL NOT BE GRANTED FOR DELAYS CAUSED BY INCOMPLETE CONSTRUCTION OR INADEQUATE PREPARATIONS WHICH REQUIRE TO COMPLETE TRAFFIC SIGNAL SYSTEM WITHIN THE TIMEFRAME SET FORTH IN THE CONTRACT.
3. PRIOR TO ACTIVATING A NEW TRAFFIC SIGNAL, THE CONTRACTOR SHALL REQUEST A PRE-"TURN ON" WALK-THROUGH INSPECTION. THE CONTRACTOR SHALL REQUEST A PRE-"TURN ON" WALK-THROUGH INSPECTION TO BE ESTABLISHED THAT THE TRAFFIC SIGNAL SYSTEM HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND IN A MANNER THAT DOES NOT ADVERSELY IMPACT PUBLIC SAFETY. THIS MEETING SHALL BE ATTENDED BY THE TRAFFIC INSPECTOR, THE CONTRACTOR, AND A REPRESENTATIVE OF THE HARRIS COUNTY SIGNAL MAINTENANCE GROUPS. THE TRAFFIC INSPECTOR SHALL IDENTIFY DEFICIENCIES THAT ADVERSELY IMPACT PUBLIC SAFETY THAT WILL BE REQUIRED FOR CORRECTION PRIOR TO ESTABLISHING THE "TURN ON" DATE FOR THE TRAFFIC SIGNAL SYSTEM. ITEMS THAT HAVE AN IMPACT ON PUBLIC SAFETY INCLUDE, BUT ARE NOT LIMITED TO: PAVEMENT MARKINGS, AND FULLY OPERATING VEHICULAR AND PEDESTRIAN STRUCTURES, COMPLETED CABINET-TO-FIELD WIRING, AND PROPERLY TERMINATED ELECTRICAL SERVICE CONDUCTORS. FAILURE TO ADDRESS THE PUNCLIST ITEMS IDENTIFIED AS BEING CRITICAL TO PUBLIC SAFETY PRIOR TO THE PRE-"TURN ON" WALK-THROUGH INSPECTION SHALL BE COMPLETED. AT SUCH TIME AS MEETING ATTENDEES AGREE THAT THE TRAFFIC SIGNAL HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT, AND THAT THE TRAFFIC SIGNAL, AS IT EXISTS, IS NOT A THREAT TO PUBLIC SAFETY, A TURN ON DATE WILL BE ESTABLISHED.
4. THE CONTRACTOR SHALL HAVE 10 DAYS FROM THE DATE THE TRAFFIC SIGNAL SYSTEM IS TURNED ON TO COMPLETE ANY PUNCLIST ITEMS IDENTIFIED AT THE PRE-"TURN ON" WALK-THROUGH MEETING OR AT ANY MEETING THEREAFTER. ITEMS NOT COMPLETED BY THE CONTRACTOR SHALL BE ACTIVATED PRIOR TO ACTIVATION OF THE TRAFFIC SIGNAL SYSTEM.
5. THE CONTRACTOR'S ATTENTION IS DIRECTED TO STANDARD SPECIFICATION ITEM 650.0, TRAFFIC SIGNAL IDENTIFICATION AND/OR SPECIAL PROVISIONS. THE PROJECT MANUAL MAY INCLUDE SPECIAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS RELATED TO PROPOSED TRAFFIC CONTROL SIGNAL SYSTEM INSTALLATIONS(S) AND MODIFICATIONS(S) REQUIRING THE CONTRACTOR'S ADHERENCE TO DEFINED ESTABLISHED BID ITEMS OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADDITIONAL COST TO THE CONTRACT BEYOND THE

## TRAFFIC CONTROL

1. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL IN CONFORMANCE WITH PART VI OF THE MOST RECENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE APPROVED TRAFFIC CONTROL PLAN.
2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS EXCEPT DURING FLAGGING OPERATION OR PROVIDE DETOURS AROUND THE CONSTRUCTION SITE AND PROVIDE PUBLIC NOTIFICATION.
3. LANE CLOSURES SHALL BE DURING OFF-PEAK HOURS ONLY (MONDAY THROUGH FRIDAY 9 A.M. TO 5 P.M.) UNLESS OTHERWISE SPECIFIED. TRUCKS OR FLAGGERS IN ROAD CONTACT ARE REQUIRED TO DIRECT TRAFFIC DURING LANE CLOSURES.
4. DETOURS REQUIRE PRIOR APPROVAL OF THE FIELD ENGINEER AND PRECINCT DETOUR PLAN. IF ALLOWED, MUST INCLUDE APPROPRIATE DETOUR SIGNAGE, PUBLIC NOTICE, VIA SPONSOR TWO WEEKS IN ADVANCE STATING THE DATES OF THE AGREED UPON DATE OF CLOSURE AND DATE OF RE-OPENING. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONDUCT THE CLOSURE OF THE FIELD ENGINEER'S HIGH EARLY STRENGTH CONCRETE AND OTHER RELATED CONSTRUCTION METHODS TO MINIMIZE THE DURATION OF THE DETOUR AND TO ENSURE THAT THE ROADWAY IS OPEN ON, OR PRIOR TO, THE AGREED UPON DATE.
5. ONE DAY PRIOR TO THE IMPLEMENTATION OF A TRAFFIC CONTROL PLAN PHASE OR STEP, OR THE IMPLEMENTATION OF AN ADDITIONAL, REVISED, OR NEW TRAFFIC CONTROL ELEMENT, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE FIELD ENGINEER FOR THE CONTRACTOR'S PLAN AND PREPARATIONS. THE CONTRACTOR SHALL OBTAIN WRITTEN CONCURRENCE FROM THE ENGINEER THAT ADEQUATE PROJECT PROGRESS HAS BEEN ACHIEVED TO Warrant THE TRAFFIC CONTROL PLAN. THE CONTRACTOR SHALL OBTAIN WRITTEN OPINION OF THE ENGINEER, REQUIRED PROGRESS AND ADEQUATE PREPARATIONS ARE NOT COMPLETE. THE CONTRACTOR SHALL NOT IMPLEMENT THE NEXT PHASE, STEP, OR ELEMENT OF THE TRAFFIC CONTROL PLAN UNTIL THE FIELD ENGINEER'S CONCURRENCE IS OBTAINED. TIME EXTENSIONS WILL NOT BE GRANTED FOR DELAYS CAUSED BY THE INCOMPLETE CONSTRUCTION ITEMS OR INADEQUATE CONSTRUCTION PREPARATIONS REQUIRED TO IMPLEMENT TRAFFIC CONTROL.
6. TRAFFIC CONTROL PER THE CONTRACT IS REQUIRED FOR THE ENTIRE DURATION OF THE CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN A MINIMUM OF TWO LANEWAYS PROPERLY INSTALLED FOR LESS THAN A FULL MILE SHALL BE BASED ON PERCENTAGE BASIS OF THE TIME INSTALLED. TRAFFIC CONTROL PAYMENTS TO THE CONTRACTOR SHALL END WHEN THE CONTRACTOR HAS COMPLETED THE CONSTRUCTION. TRAFFIC CONTROL SHALL BE MAINTAINED UNTIL PROJECT COMPLETION.
7. THE PURPOSE OF THE CONSTRUCTION DELIVERABLES AND TRAFFIC HANDLING OUTLINED HEREIN IS TO DOCUMENT A TRAFFIC CONTROL PLAN THAT CAN BE UTILIZED TO CONSTRUCT THE PROJECT ON THE BASIS OF ESTIMATION FOR THE TRAFFIC CONTROL BID ITEMS, AND IS TO BE UTILIZED AND IMPLEMENTED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.  
  
IF THE CONTRACTOR CHOOSES TO USE A DIFFERENT TOP, HE/SHE SHALL PREPARE AND SUBMIT THE ALTERNATIVE TOP TO THE COUNTY FOR APPROVAL, NO LESS THAN 10 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION. THE ALTERNATIVE TOP MUST BE REVIEWED AND SIGNED & SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, UPON APPROVAL BY HARRIS COUNTY, THE ALTERNATIVE PLAN SHALL BECOME THE BASIS OF ESTIMATION FOR THE TRAFFIC CONTROL BID ITEMS. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN THE NECESSARY PERMITS AND BECOME PART OF THE CONTRACT DOCUMENTS.

### PRECINCT 3 SPECIFIC NOTES

1. ALL TRAFFIC SIGNS (STOP SIGNS, SPEED LIMIT SIGNS, ETC.) THAT ARE REMOVED IN PRECINCT 3 SHALL BE DELIVERED AT NO EXTRA PAY TO THE SPRING SERVICE CENTER AT 4603 SPRING CRESSP ROAD, SPRING, TEXAS 77388. CALL 713-274-3100 TO MAKE DELIVERY ARRANGEMENTS. ALL SIGNS MUST BE REMOVED FROM LINES AND RETURNED REASONABLY CLEAN.
2. TREE PRESERVATION - CONTRACTOR SHALL PROVIDE REMOVAL 3 WITH CLEAR ACCESS TO THE TRUNK OF THE TREE. CONTRACTOR SHALL CONTACT PRECINCT 3 PARKS ADMINISTRATION OFFICE AT (713) 274-0930, TWO WEEKS PRIOR TO CONSTRUCTION FOR TREE AND LANDSCAPING RELOCATION.
3. PRECINCT 3 WITH A DRAWING OR DESCRIPTION FOR ANY PROPOSED "AS AUTHORIZED BY ENGINEER" OR "EXTRA WORK ITEMS" CONCERNING FENCE OR GATE CONSTRUCTION OR RELOCATION OR OBTAIN WRITTEN PRECINCT APPROVAL FOR THE WORK.
4. MANHOLES SHOULD BE FLUSH TO NO MORE THAN 3" ABOVE SURROUNDING GROUND IN NON-PAVED AREAS.
5. USE THE MAXIMUM ALLOWED SPACING BETWEEN RAIL POSTS WHERE THE COMBINATION OF TRAFFIC AND PEDESTRIAN RAIL IS SPECIFIED.

NO.	REVISIONS	DATE	NAME
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△			

HARRIS COUNTY  
ENGINEERING DEPARTMENT



FOR INTERIM REVIEW ONLY

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DOCUMENT INCOMPLETE:  
NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES

ENGINEER: NAME \_\_\_\_\_  
P.E. SERIAL No. NUMBER \_\_\_\_\_  
DATE: / /

PROJECT TITLE:		CIVIL STANDARD
SHEET DESCRIPTION:		GN-3
GENERAL NOTES FOR PRECINCT 3		
SPAWN BY:	DATE:	
402	10/10/23	
SKD BY:	SCALE:	SHEET NO:
402	NONE	



## ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted.

### **ORDER AUTHORIZING AN AGREEMENT BETWEEN HARRIS COUNTY AND NEWPORT POINTE, LTD. FOR MAINTENANCE OF MOMUNENT SIGN AND RELATED APPURTENANCES TO BE CONSTRUCTED BY NEWPORT POINTE, LTD. WITHIN THE EXISTING ROAD RIGHT-OF-WAY ROLLING BREEZE DR., IN HARRIS COUNTY PRECINCT 3.**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Agreement between Newport Pointe, LTD. for maintenance of monument signage and related appurtenances to be constructed by the Newport Pointe, LTD. within the existing road right-of-way of Rolling Breeze Dr., in Harris County Precinct 3.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.