

COPY

EARTHBALANCE®

2570 Commerce Parkway

North Port, FL 34289

941.426.7878

WWW.EARTHBALANCE.COM

Proposal

Tallow Tree Mitigation Project
Civcast Project ID #2018-P&R

City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

Proposal Due: March 14, 2019 @ 1:30 PM CST

Proposal Respondent:
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
941.426.7878

Contract Manager:
Jeff Clark
jclark@earthbalance.com

 EarthBalance®

Table of Contents

1. Official Bid
2. Bid Bond

Tallow Mitigation Project

Scope of Work / Bid Proposal

1.0 Introduction

The City of Deer Park wishes to restore native wetland vegetation associated with an approximately 17-acre wetland located immediately east of East Boulevard between East Thirteenth Street and East X Street. This wetland is unique in that it is a historical swale and was placed under a restrictive easement as part of the mitigation required for the construction of East Boulevard. As such it requires special consideration for the restoration of vegetation.

The sections below describe existing conditions and requirements for restoring the vegetation of the wetland.

2.0 Existing Conditions

Existing vegetation within the wetland is typified by the presence of Chinese tallow trees (*Triadica sebifera*) with scattered native tree species including green ash (*Fraxinus pennsylvanica*), red maple (*Acer rubrum*), and laurel oak (*Quercus laurifolia*). The dominant tree species within the wetland (Chinese tallow) are primarily smaller individuals with diameter breast height (dbh) of roughly 2-5 inches with varying spacing (approximately 3-15 feet between centers); however, some larger individuals were present. Additionally, the dominant shrub species in the wetland is buttonbush (*Cephalanthus occidentalis*). Along the margins of the wetland, the non-native Cherokee rose (*Rosa laevigata*), yaupon (*Ilex vomitoria*), and blackberries (*Rubus* sp.) create relatively dense understory. Herbaceous vegetation within the wetland is quite dense and includes a number of obligate and facultative wetland species, including members of *Typha*, *Carex*, *Eleocharis*, and *Cyperus* genera. Total areal cover within the wetland was estimated to be >85%.

3.0 Vegetation Clearing Effort

Clearing efforts will be directed primarily at eliminating reproductive age Chinese tallow within the wetland and surrounding buffer. Doing so will require the strict use of hand clearing tools (e.g., chainsaw, hand saws, machete) to prevent the need for U.S. Army Corps of Engineers (USACE) permitting. No vehicular machinery can be used to remove vegetation. Therefore, all clearing efforts must be based on methods that do not constitute fill by the USACE Galveston District. Clearing must be carried out with the techniques described in Sections 3.1 through 3.3.

3.1 Girdle Treatment Method

Girdling is the preferred method to treat all Chinese tallow trees that are greater than 3 inches diameter at breast height (dbh). This method requires to exposing no less than a three-inch section of the tree's cambium within the lowest 24 inches of the trunk and immediately spraying the exposed cambium with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Although girdling may be performed at any time of the year, optimal mortality is generally achieved when herbicides can be applied during the growing season (May-August).

Treated trees will be left standing and allowed to decay as they stand. Although the density of trees in this age class ranges across the site, the bidder should expect to have to traverse the entire property. The City of Deer Park requires that no greater than 1% of the trees in this size class will survive more than 12 months after treatment.

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Stump spray treatment is the preferred method to treat Chinese tallow trees and saplings that are less than 2 inches dbh. This method involves manually cutting the stems of the trees using hand tools (e.g., loppers, machete, or similar) and immediately spraying the exposed stump with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Stumps should be cut to within 6 inches of the ground or water level to ensure that resprouting does not occur. Felling and stump treatment may be performed any time of year, although optimal mortality is generally achieved when herbicides can be applied during growing season (May-August).

Felled material should be manually removed by the contractor. Although the density of trees in this age class ranges across the site, this tree class is found throughout the tract. The City of Deer Park requires that no greater than 10% of the trees in this size class will survive more than 12 months after treatment.

3.3 Foliar Application Method

Treating of seedlings will be through the use of foliar herbicide application. This method entails applying herbicide (e.g., triclopyr, glyphosate, or similar) directly to the leaves of target plants using a hand-held sprayer or similar means. This method will only be used on Chinese tallow seedlings for which the entire foliar crown can be treated. If the entire crown cannot be treated, the stump spray method will be used. Foliar application must be performed during the peak of the growing season (between the months of May and August) to maximize uptake of the herbicides and thereby optimize mortality rate.

Seedlings treated by foliar application will be left standing and allowed to decay. This age class is found throughout the site. The City of Deer Park requires that no more than 10% of the seedlings will be found alive by the end of the treatment year. Although not specifically required, the City of Deer Park recommends the use of herbicide surfactants to ensure that herbicide application is successful.

3.4 Additional Recommendations

Existing native trees will be incorporated into the final stem density of woody vegetation; therefore, surveying and visibly marking native tree species with flagging ribbon will be required before clearing to prevent their removal.

The herbaceous and shrub strata of the wetland areas are relatively high functioning and have high cover in portions of the wetland. Assuming the contractor does not significantly clear these strata, they should re-establish effectively following completion of planting efforts.

OFFICIAL BID

Bids are based off the scope of work detailed above:

Base Bid Amount..... \$ 73,485.00
(Numbers)
Seventy three thousand four
\$ hundred eighty five Dollars
(Words)
\$ Zero Cents
(Words)

The undersigned certifies that the bid prices quoted on the proposal have been carefully checked and are submitted as correct and final.

The undersigned proposes to complete the work quoted on or before 60 calendar days after the effective date of work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated damages in the amount per day as defined in the Supplementary Conditions of Agreement, Paragraph 6. LIQUIDATED DAMAGES FOR DELAYS.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1	Dated <u>N/A</u>	Received _____
Addendum No. 2	Dated _____	Received _____
Addendum No. 3	Dated _____	Received _____

Accompanying this proposal is a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the greatest amount bid and payable to the Owner.

Attest/Seal (If Corporation)
Witness (if not Corporation)

Bidder: EarthBalance Corporation
(Company Name)

By: Nora Czifra
(Signature)

By: Cristine Borowski
(Signature)

Name: Nora Czifra
(Printed or Typed)

By: Cristine Borowski
(Representative's Signature)

Title: Witness

Title: VP of Business Management

SEAL OF BIDDER CORPORATION:

Address: 2570 Commerce Parkway
North Port, FL 34289

Phone: (941) 426-7878

Email: nczifra@earthbalance.com

Date: March 11, 2019

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Earthbalance Corporation
(Here insert full name and address or legal title of Contractor)
2570 Commerce Parkway, North Port, FL 34289
as Principal, hereinafter called the Principal, and North American Specialty Insurance Company
(Here insert full name and address or legal title of Surety)
5200 Metcalf Avenue, Overland Park, KS 66202-1391
a corporation duly organized under the laws of the State of NEW HAMPSHIRE
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Deer Park, Texas
(Here insert full name and address or legal title of Owner)
710 E. San Augustine Street, Deer Park, TX 77536
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ ---10%---),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
Project ID #2018-P&R, Tallow Tree Mitigation Project, East of East Blvd. between E. 13th Street and E. X Street in Deer Park, Harris County, Texas

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of March 2019

Nora Cifra
(Witness)
Nora Cifra, Witness

Teresa L. Durham
(Witness)
Teresa L. Durham, Witness

Earthbalance Corporation
(Principal) (Seal)
Cristina Bourcisi
Vice President
(Title)

North American Specialty Insurance Company
(Surety) (Seal)
Jeffrey W. Reich
(Title)
Jeffrey W. Reich, Attorney-in-Fact
and TX Licensed NonResident Agent

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL FOLEY, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of February, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of February, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of March, 20 19.

[Signature]

-- End of Proposal Package --
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Corporate Headquarters
5020 Montrose Blvd., Suite 650
Houston, TX 77006
Main: 713.520.5400

March 14, 2019

Mr. Charlie Sandberg
City of Deer Park
710 E. San Augustine
Deer Park, TX 77536

RE: Tallow Mitigation Project (CivCast ID #2018-P&R)

Dear Mr. Sandberg,

Ecological Restoration Services, LLC (ERS) is pleased to provide this bid for the Tallow Mitigation Project (Project) to the City of Deer Park (City) for the clearing of Chinese tallow on an approximately 17-acre wetland (Site). Ecological Restoration Services, LLC is a wholly-owned subsidiary of Resource Environmental Solutions, LLC., and the term "RES" refers to Resource Environmental Solutions, LLC and its subsidiaries, including ERS. RES' relations and involvement with the Project stem from our recent acquisition of the assets and personnel of Apache Ecological Services, Inc. (ApachEco). The following bid was co-generated by Mr. Brian Krueger using information downloaded from the CivCast site, as well as provided in the pre-bid meeting and responses to subsequent questions.

RES understands that the City of Deer Park is requesting bids to restore the native vegetation on a 17-acre Site that was placed under a restrictive easement as mitigation for the construction of East Boulevard. Historically, the Site was depressional prairie wetland maintained in an herbaceous state via periodic fires and intensive bison grazing. As the City of Deer Park began to develop, the disjunction of these processes allows Chinese tallow to invade the site and form a monotypic stand. To restore this Site to a high functioning herbaceous wetland RES proposes to (1) spray and girdle Chinese tallow trees greater than 3" dbh and allow them to decay onsite; (2) spray and remove Chinese tallow trees less than 3" dbh; and (3) spray seedlings and leave them to decay onsite. The cost provided in the bid attached includes flagging native species, invasive management to ensure required tallow mortality, and removal of all Chinese tallow stems below 3" dbh.

RES appreciates the opportunity to respond to this Bid and looks forward to working with the City of Deer Park to restore this 17-acre wetland. Should you have any questions or require further information, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Ryan Owings".

Ryan Owings, PE
Client Solutions Manager
RES
(O) 713-325-7215 | (M) 336-848-0809

Tallow Mitigation Project

Scope of Work / Bid Proposal

1.0 Introduction

The City of Deer Park wishes to restore native wetland vegetation associated with an approximately 17-acre wetland located immediately east of East Boulevard between East Thirteenth Street and East X Street. This wetland is unique in that it is a historical swale and was placed under a restrictive easement as part of the mitigation required for the construction of East Boulevard. As such it requires special consideration for the restoration of vegetation.

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The herbaceous and shrub strata of the wetland areas are relatively high functioning and have high cover in portions of the wetland. Assuming the contractor does not significantly clear these strata, they should re-establish effectively following completion of planting efforts.

OFFICIAL BID

Bids are based off the scope of work detailed above:

Base Bid Amount..... \$ 215,393.22
(Numbers)
two hundred fifteen thousand
\$ three hundred ninety three Dollars
(Words)

\$ twenty two Cents
(Words)

The undersigned certifies that the bid prices quoted on the proposal have been carefully checked and are submitted as correct and final.

The undersigned proposes to complete the work quoted on or before 60 calendar days after the effective date of work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated damages in the amount per day as defined in the Supplementary Conditions of Agreement, Paragraph 6. LIQUIDATED DAMAGES FOR DELAYS.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1	Dated <u>3/11/19</u>	Received <u>David H.</u>
Addendum No. 2	Dated _____	Received _____
Addendum No. 3	Dated _____	Received _____

Accompanying this proposal is a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the greatest amount bid and payable to the Owner.

Attest/Seal (If Corporation)
Witness (if not Corporation)

By: Beranna Skinnetz
(Signature)

Name: Beranna Skinnetz
(Printed or Typed)

Title: Witness

SEAL OF BIDDER CORPORATION:

Bidder: Ecological Restoration Services, LLC
(Company Name)

By: David H.
(Signature)

By: _____
(Representative's Signature)

Title: Authorized Signatory

Address: 5020 Montrose Blvd.

Suite 650

Houston, TX 77006

Phone: 225-603-5334

Email: david@res.us

Date: 3/13/19



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ECOLOGICAL RESTORATION SERVICES,
LLC
5020 Montrose Blvd. Ste. 650
Houston, TX 77006

SURETY:

(Name, legal status and principal place
of business)

FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
Whitehouse Station, NJ 08889

OWNER:

(Name, legal status and address)

THE CITY OF DEER PARK
710 E. San Augustine, Deer Park, TX 77536

BOND AMOUNT: Ten percent of amount bid.
(10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Tallow Tree Mitigation Project

Project Number, if any: 2018-P&R

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

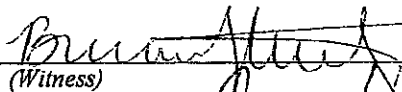
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

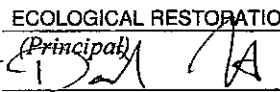
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of March, 2019


(Witness) Brigitte Stornicz
Brigitte Stornicz


(Witness) Naomi Harris-Thompson
Naomi Harris-Thompson

ECOLOGICAL RESTORATION SERVICES, LLC
(Principal)  (Seal)

(Title) Regional General Manager David Hill,

FEDERAL INSURANCE COMPANY

(Surety)  (Seal)
(Title) Vanessa Dominguez, Attorney in Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Deena Bridges, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Terri L. Morrison, Lupe Tyler, Lisa A. Ward, Donna L. Williams and Misty Wright of Houston Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of February, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 19th day of February, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

March 12, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Tallow Mitigation Project

Scope of Work / Bid Proposal

1.0 Introduction

The City of Deer Park wishes to restore native wetland vegetation associated with an approximately 17-acre wetland located immediately east of East Boulevard between East Thirteenth Street and East X Street. This wetland is unique in that it is a historical swale and was placed under a restrictive easement as part of the mitigation required for the construction of East Boulevard. As such it requires special consideration for the restoration of vegetation.

The sections below describe existing conditions and requirements for restoring the vegetation of the wetland.

2.0 Existing Conditions

Existing vegetation within the wetland is typified by the presence of Chinese tallow trees (*Triadica sebifera*) with scattered native tree species including green ash (*Fraxinus pennsylvanica*), red maple (*Acer rubrum*), and laurel oak (*Quercus laurifolia*). The dominant tree species within the wetland (Chinese tallow) are primarily smaller individuals with diameter breast height (dbh) of roughly 2-5 inches with varying spacing (approximately 3-15 feet between centers); however, some larger individuals were present. Additionally, the dominant shrub species in the wetland is buttonbush (*Cephalanthus occidentalis*). Along the margins of the wetland, the non-native Cherokee rose (*Rosa laevigata*), yaupon (*Ilex vomitoria*), and blackberries (*Rubus* sp.) create relatively dense understory. Herbaceous vegetation within the wetland is quite dense and includes a number of obligate and facultative wetland species, including members of *Typha*, *Carex*, *Eleocharis*, and *Cyperus* genera. Total areal cover within the wetland was estimated to be >85%.

3.0 Vegetation Clearing Effort

Clearing efforts will be directed primarily at eliminating reproductive age Chinese tallow within the wetland and surrounding buffer. Doing so will require the strict use of hand clearing tools (e.g., chainsaw, hand saws, machete) to prevent the need for U.S. Army Corps of Engineers (USACE) permitting. No vehicular machinery can be used to remove vegetation. Therefore, all clearing efforts must be based on methods that do not constitute fill by the USACE Galveston District. Clearing must be carried out with the techniques described in Sections 3.1 through 3.3.

3.1 Girdle Treatment Method

Girdling is the preferred method to treat all Chinese tallow trees that are greater than 3 inches diameter at breast height (dbh). This method requires to exposing no less than a three-inch section of the tree's cambium within the lowest 24 inches of the trunk and immediately spraying the exposed cambium with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Although girdling may be performed at any time of the year, optimal mortality is generally achieved when herbicides can be applied during the growing season (May-August).

Treated trees will be left standing and allowed to decay as they stand. Although the density of trees in this age class ranges across the site, the bidder should expect to have to traverse the entire property. The City of Deer Park requires that no greater than 1% of the trees in this size class will survive more than 12 months after treatment.

3.2 Stump Spray Treatment Method

Stump spray treatment is the preferred method to treat Chinese tallow trees and saplings that are less than 2 inches dbh. This method involves manually cutting the stems of the trees using hand tools (e.g., loppers, machete, or similar) and immediately spraying the exposed stump with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Stumps should be cut to within 6 inches of the ground or water level to ensure that resprouting does not occur. Felling and stump treatment may be performed any time of year, although optimal mortality is generally achieved when herbicides can be applied during growing season (May-August).

Felled material should be manually removed by the contractor. Although the density of trees in this age class ranges across the site, this tree class is found throughout the tract. The City of Deer Park requires that no greater than 10% of the trees in this size class will survive more than 12 months after treatment.

3.3 Foliar Application Method

Treating of seedlings will be through the use of foliar herbicide application. This method entails applying herbicide (e.g., triclopyr, glyphosate, or similar) directly to the leaves of target plants using a hand-held sprayer or similar means. This method will only be used on Chinese tallow seedlings for which the entire foliar crown can be treated. If the entire crown cannot be treated, the stump spray method will be used. Foliar application must be performed during the peak of the growing season (between the months of May and August) to maximize uptake of the herbicides and thereby optimize mortality rate.

Seedlings treated by foliar application will be left standing and allowed to decay. This age class is found throughout the site. The City of Deer Park requires that no more than 10% of the seedlings will be found alive by the end of the treatment year. Although not specifically required, the City of Deer Park recommends the use of herbicide surfactants to ensure that herbicide application is successful.

3.4 Additional Recommendations

Existing native trees will be incorporated into the final stem density of woody vegetation; therefore, surveying and visibly marking native tree species with flagging ribbon will be required before clearing to prevent their removal.

The herbaceous and shrub strata of the wetland areas are relatively high functioning and have high cover in portions of the wetland. Assuming the contractor does not significantly clear these strata, they should re-establish effectively following completion of planting efforts.

OFFICIAL BID

Bids are based off the scope of work detailed above:

Base Bid Amount..... \$ 391,000.00
(Numbers)
Three hundred ninety one thousand Dollars
(Words)

\$ 40 Cents
(Words)

The undersigned certifies that the bid prices quoted on the proposal have been carefully checked and are submitted as correct and final.

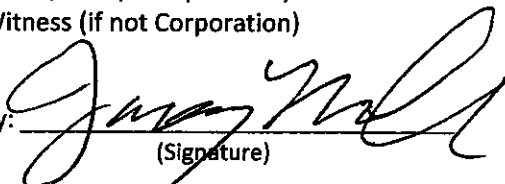
The undersigned proposes to complete the work quoted on or before 60 calendar days after the effective date of work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated damages in the amount per day as defined in the Supplementary Conditions of Agreement, Paragraph 6. LIQUIDATED DAMAGES FOR DELAYS.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1	Dated _____	Received _____
Addendum No. 2	Dated _____	Received _____
Addendum No. 3	Dated _____	Received _____

Accompanying this proposal is a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the greatest amount bid and payable to the Owner.

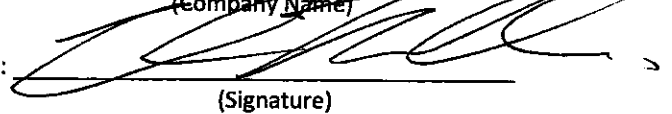
Attest/Seal (If Corporation)
Witness (if not Corporation)

By: 
(Signature)

Name: Jason Millis
(Printed or Typed)

Title: President

Bidder: Millis Development and Construction
(Company Name)

By: 
(Signature)

By: Chad Millis
(Representative's Signature)

Title: Vice President

SEAL OF BIDDER CORPORATION:

Address: 931 Pheasant Valley Dr.

Suite 200

Missouri City, Tx 77489

Phone: 281-240-6066

Email: chad@millis.com

Date: March 14, 2019