

RESOLUTION NO. R-2024-95

APPROVING A CONTRACT FOR THE INSTALLATION OF AN OFF-SITE WASTEWATER LINE RELATED TO THE VALVERDE DEVELOPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH C.C. CARLTON INDUSTRIES, LTD., IN THE AMOUNT OF \$3,199,778.53 FOR THE CONSTRUCTION OF AN OFF-SITE WASTEWATER LINE RELATED TO THE VALVERDE DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City previously entered into that certain Viridian Development Agreement (the "Development Agreement") on or about July 13, 2021, regarding the development and annexation of certain property now commonly referred to as the "Valverde Development," such property being described in the Development Agreement as adopted by City Council Resolution No. R-2021-65; and

WHEREAS, the City and developer of the Valverde Development have subsequently amended the Development Agreement to account for changes in circumstances and to provide for developer's participation in the construction costs of a certain offsite wastewater line (the FM 969 Off-Site Wastewater Line); and

WHEREAS, the City is exempt from engaging in the competitive bidding or competitive proposals procurement process under certain circumstances, pursuant to Texas Local Government Code Section 252.022(a) and the City of Bastrop Purchasing Policy, including for procurements that are necessary to preserve or protect the public health or safety, and for payments under a contract by which a developer participates in the construction of a public improvement; and

WHEREAS, the City of Bastrop finds it necessary to immediately install the wastewater line, consistent with the terms of the amended Development

Agreement under which the developer is contributing to the construction costs, and in response to the demands of the growing population and development activities, in order to ensure efficient and effective conveyance of wastewater as necessary to preserve and protect the public health and safety by investing in critical infrastructure to reduce the risk of system failures and avoid potentially costly emergency repairs in the future; and

WHEREAS, the City of Bastrop ("City") has found and determined that the public health, safety, and vitality of the City will be promoted and preserved by promptly installing the needed wastewater line.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Execution: The City Council approves and authorizes the City Manager to execute the contract with C.C. Carlton Industries, Ltd. in the amount of \$3,199,778.53, for the construction of the FM 969 Offsite Wastewater Line, related to the Valverde Development, with such contract to be substantially in the form attached hereto as **Exhibit A**.

Section 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

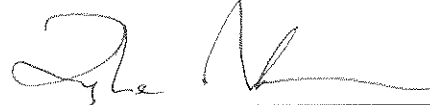
Section 5. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas

Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 23rd day of July, 2024.

THE CITY OF BASTROP, TEXAS:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**CITY OF BASTROP
CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS**

This City of Bastrop Contract for Civil Engineering Construction Projects (*Contract*) is entered between the City of Bastrop, a Texas Home-Rule Municipal Corporation (the *City/Owner*), and C.C. Carlton Industries LTD (the *Contractor*). The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. SIGNATURES.

By signing below, the parties agree to the terms of this Contract:

OWNER: CITY OF BASTROP

CONTRACTOR: C.C. Carlton Industries LTD

By: 

By: 

Name: Sylvia Carrillo-Trevino

Name: Benjamin Lyon

Title: City Manager

Title: CEO of CCCI

Date: 8/9/2024

Date: 8/1/2024

II. SUMMARY OF CONTRACT TERMS.

The following provides a summary of the Contract Terms, which are more specifically stated in Section III and in the Contract Documents listed in Section IV.

Project: FM 969 Off-Site Wastewater Line.

Contractor: CC Carlton Industries LTD.

Name of Engineering Firm, if any: Dial Development Services, Ltd.

Name of Owner/City Project Manager: Hudson Mills, Project Manager.

Contract Price (Base Bid + 10% contingency): \$3,199,778.53, as based on Contractor's bid dated May 1, 2024, and as agreed in the Letter of Intent dated June 25, 2024, subject to adjustment by Change Orders duly approved and executed by the City as provided for herein.

Effective Date of Contract: On the latest date executed by both parties.

Date to Begin Work: Date specified in Notice to Proceed, to be issued by the City.

Substantial Completion: Contractor must achieve Substantial Completion within 120 Calendar Days from the date specified in Notice to Proceed, as the time may be adjusted by Change Order.

Final Completion: Contractor must complete the Punch List within 30 Calendar Days from Substantial Completion.

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$500 per Calendar Day.

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$500 per Calendar Day.

III. STANDARD CONTRACTUAL PROVISIONS.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section II),
2. Standard Contractual Provisions (Section III),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Bastrop County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to ensure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

K. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:
 - (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed

and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/filinginfo/1295/> The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute. The Contractor's notarized Certificate of Interested Persons and certification of filing are attached to this Contract.

IV. CONTRACT DOCUMENTS.

The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Engineer's Plans and Specifications
4. Contractor's Bid for the Project
5. Performance Bond
6. Payment Bond
7. Labor Classification and Minimum Wage Rates
8. State of Texas Workers' Compensation Insurance Coverage Addendum
9. Minimum Insurance Policy Limits for Large Construction Projects
10. Change Orders, if any
11. Conflict of Interest Questionnaire
12. TXDOT ROW Utility Permit

If there is a conflict between or among the terms of the Contract, the City will determine which provision applies.

1. GENERAL CONDITIONS

1. **DEFINITIONS.** These definitions and the definitions in the Instructions to Bidders apply to the General Conditions:

1.1 *Change Order* means a written order issued by Owner after the Contract has been awarded that specifies a change to the Contract Price, including an addition, deletion, or revision in the Work, or the time to achieve Substantial Completion.

1.2 *Claim* means the Contractor's demand or assertion that it should be paid more than the Contract Price or granted more time to achieve Substantial Completion or Final Completion by the Owner because of action or inaction by the Owner, Owner's representative, Engineer, or any party for whom the Owner is responsible or with which the Owner has separately contracted for other portions of the Project. A demand for money or services by a third party is not a claim.

1.3 *Contract* means this Contract for the Project that includes the Contract Documents and is executed by the Owner and the Contractor. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

1.4 *Contract Documents* means the documents enumerated as Contract Documents in the section of the Contract entitled Contract Documents.

1.5 *Contract Price* means the dollar amount the City has agreed to pay the Contractor under the Contract.

1.6 *Contractor* means the person, firm or corporation that has executed the Contract.

1.7 *Drawings* mean plans, profiles, details, and graphic and pictorial sheets that define the character and scope of the Work, as prepared and approved by Engineer.

1.8 *Engineer or Owner's Representative* means the engineering firm, corporation or entity named as the Engineering Firm in this Contract.

1.9 *Environmental Laws* means any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure.

1.10 *Final Completion* means the date that the Punch List is completed and the City accepts the Project as finally complete.

1.11 *Force Majeure* means lightning, earthquakes, hurricanes, floods, named storms, strikes, lockouts, riots, wars, civil disturbances, explosions, fires, or other unforeseeable events that are not within the control of the Contractor and are not caused by the Contractor's negligence or fault, but not including material or labor shortages, price increases or escalations, or Subcontractor default.

1.12 *Hazardous Substance* means any element, constituent, chemical, substance, compound, or mixture defined as a hazardous substance by any local, state or federal law, rule or regulation.

1.13 *Laboratory* means a testing laboratory that the Owner designates or approves for the Project.

1.14 *Notice to Proceed* means the Owner's written notice to the Contractor establishing the date to begin the Work.

1.15 *Owner* means the City of Bastrop, Texas.

1.16 *Plans* mean the Engineer's plans, profiles, cross-sections, working drawings, and supplemental drawings that show the location, character, dimensions, and details of the Work.

1.17 *Punch List* means the list of Work items that the Contractor must correct in compliance with the Contract after Substantial Completion to achieve Final Completion.

1.18 *Retainage* means the part of the Contract payment withheld by the Owner to secure performance of the Contract.

1.19 *Shop Drawings* means the drawings, diagrams, illustrations, brochures, schedules or other data prepared by the Contractor, Subcontractors, manufacturers, Suppliers, or distributors to illustrate specific portions of the Work.

1.20 *Specifications* includes the technical written descriptions for and other documents that show the materials, equipment, construction systems, standards and workmanship for the Project contained in the Contract Documents and designated as Specifications.

1.21 *Subcontractor* means a person or entity contracting with the Contractor to perform part of the Work at the Project site, including a subcontractor contracting with the Subcontractor.

1.22 *Substantial Completion* means the date at which the Owner or Engineer certifies that the Owner may occupy, use or operate the Project for its intended purpose. Partial use or occupancy of the Project does not qualify as Substantial Completion.

1.23 *Superintendent* means the Contractor's representative with authority to act for the Contractor.

1.24 *Supplier* means a person or entity that provides only materials, supplies or equipment for the Work.

1.25 *Work* means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project in strict accordance with the Contract Documents.

1.26 *Work Change Directive* means a documented, written direction or instruction from the Owner Project Manager to Contractor to perform a specific task or change, regardless of agreement, that does not change the Contract Price or Contract Times.

1.27 *Working Day* means a calendar day, not including Sunday or holidays observed by the Owner, in which weather permits the performance of the Work for a continuous period of not less than five hours between 7 a.m. and 6 p.m.

2. SCHEDULES, REPORTS, AND OTHER DOCUMENTS

2.1 Preconstruction Meeting Submittals. At the preconstruction meeting the Contractor will make a submittal to the Owner that includes the:

- (1) Project schedule showing the order in which the Work will be performed, the dates at which the various parts of the Work will begin, meetings with the Owner and its representatives, and the estimated date of completion for each part of the Work, as set forth in the Contract;
- (2) Schedule of values (for lump sum Work items) shall include quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. The mobilization value shall not exceed 5.0 (five) percent of the Contract Price.
- (3) Owner and Contractor each shall designate, in writing, a specific individual to act as authorized representative with respect to the services and responsibilities under the Contract. To the extent permitted by law, such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- (4) The proposed dates to provide Shop Drawings to the Owner;
- (5) Proposed dates to start the manufacture, testing and installation of materials, supplies and equipment; and
- (6) Anticipated schedule for and amount of monthly invoices.
- (7) List of proposed subcontractors.

The schedule for submittals must coordinate with the construction schedule and allow the Owner and Engineer reasonable time to review a submittal. If the Contractor fails to include a schedule in a required submittal, the Owner is not required to approve an increase in the Contract Price or grant an extension of time to the Substantial Completion date based on the time required to review a submittal.

2.2 Approval of Project Schedules and Submittals. The Contractor's Project schedules and submittals are subject to the Owner's approval and are not effective until approved by the Owner. If a submittal or schedule is not approved, the Contractor must revise the schedule or submittal to comply with the Owner's or Engineer's recommendations and make a new submittal or schedule to the Owner for approval.

2.3 Updates to Submittals. The Contractor must update each of the schedules and submittals required by this Contract and submit them electronically to the Owner with the Contractor's monthly pay applications. Updated construction schedules must reflect actual conditions and must identify any delays previously encountered and how the Contractor intends to overcome them. Owner may withhold payment until the Contractor provides the updated schedules and submittals.

2.4 Additional Submittals, Drawings and Instructions. During construction of the Project the Contractor must submit to the Owner any other documents required by law or requested by the Owner that relate to the Work. The Contractor must comply with the Owner's revised or additional Plans, Drawings, Specifications, and instructions issued during the Work.

2.5 Intent of Contract Documents. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Work. The Contractor must perform the Work consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. To facilitate construction and coordination, before starting each portion of the Work, the Contractor must carefully:

- (1) Study and compare the Contract Documents pertaining to that portion of the Work;
- (2) Review and study the information furnished by the Owner;
- (3) Take field measurements of existing conditions related to that portion of the Work; and
- (4) Observe site conditions that may affect that portion of the Work.

2.6 Inconsistent Contract Documents. In its capacity as a contractor and not as a licensed design professional, the Contractor must promptly report, in writing, to the Owner and Engineer any errors, inconsistencies, or omissions in the Contract

Documents known to the Contractor. The Contractor must pay to the Owner any costs and damages that arise from Contractor's failure to comply with this paragraph.

2.7 Street Work Schedule. For street, roadway, and utility projects, the Contractor may remove and replace concrete only between the hours of 7:30am to 6:00pm, Monday through Friday of each week. Unless the Contractor receives the Owner's prior written consent, the Contractor's Work must not interfere with peak traffic. The Contractor may saw cut at any time, but concrete must be replaced within ten Working Days of the removal.

3. SHOP DRAWINGS

3.1 Submission. The Contractor must submit for the Owner's approval, and in accordance with the accepted Schedule of Submittals, Contractor's Shop Drawings and samples of materials and equipment to be installed in the Work prior to performing work to which they apply. The Contractor must request and obtain Owner's approval of a Change Order prior to submitting a Shop Drawing that deviates from the Contract Documents. In submitting Shop Drawings, product data, samples, and similar submittals, the Contractor represents that the Contractor has:

- (1) Reviewed and approved them;
- (2) Verified materials, field measurements, and field construction criteria related to them; and
- (3) Checked and coordinated the information contained in them with the requirements of the Contract Documents and the Work.

If the Contract Documents require the Contractor to submit Shop Drawings, product data, samples or similar submittals to the Owner for approval, the Contractor must not perform the portion of Work to which they apply until the Owner and Engineer approve them.

3.2 Review. The Owner, or its designated representative, will review the submitted Shop Drawings and samples and provide a response to the Contractor within 21 days of receipt of the Shop Drawings or samples. The Owner's approval of a Shop Drawing or sample of material or equipment, however, does not release the Contractor from its responsibility to comply with the Contract Documents.

3.3 Availability. The Contractor must keep the approved Shop Drawings at the Project site and make them available to the Owner and Engineer.

4. MATERIALS AND EQUIPMENT

4.1 Materials and Equipment Incorporated into the Work. Materials, equipment, and articles that will be incorporated into the Work must:

- (1) Be stored in a manner that preserves their quality and fitness for the Work;
- (2) Be free from defects and flaws and shall be performed and furnished in strict accordance with the Contract Documents;
- (3) Be kept in a location that allows for Owner's prompt inspection;
- (4) Conform to the samples provided by the Contractor and approved by the Owner;
- (5) Not be subject to a security interest or any other interest retained by the seller;
- (6) Not be used for any purpose prior to incorporation into the Work unless the Owner consents in writing; and
- (7) Be applied, installed, connected, erected, used, cleaned and conditioned as directed in the Contract.

4.2 Supply Source. Before the Contractor orders materials, equipment, supplies, or articles, the Owner may require the Contractor to obtain the Owner's prior written approval of the supply source.

4.3 Substitutions. Materials, equipment, or articles specified by trade name, brand name, or catalogue number set the standard of quality and performance required for the material, equipment, or article. With the Owner's approval the Contractor may use a material, equipment, or article *equivalent to* or *equal to* the specified material, equipment, or article. The Contractor warrants that an approved substituted material, equipment or article will not affect the function or design of the Project. The Contract Price may be adjusted by Change Order in the amount of the cost differential between the specified material, equipment, or article and the approved substitution. But, the Contractor must pay the cost of any additional component parts required for the substituted material, equipment, or article.

5. INSPECTION AND TESTING

5.1 Requirements. All materials, equipment, articles, and supplies used to construct the Project:

- (1) Must be tested and inspected according to the requirements of the Contract and the requirements of public agencies or authorities with jurisdiction over any portion of the Work. The Contractor must furnish the Owner with certificates of any inspection, testing or approval required by public agencies;
- (2) That require a Laboratory test will be tested at a Laboratory that the

Owner selects and the Owner will pay for the tests directly, unless specified otherwise in the Contract;

(3) May be inspected at the factory or fabrication plant of the supply source;

(4) If approved by the Owner, may be submitted as representative samples to be inspected and tested; and

(5) Must be retested at Contractor's sole cost if the initial test shows that the Contractor's Work does not comply with the Contract (Contractor to reimburse the Owner for the retesting cost).

5.2 Advance Notice. The Contractor must notify the Owner at least:

(1) 48 hours before starting any part of the Work;

(2) 24 hours before testing any part of the Work; and

(3) 48 hours before working on a Saturday.

5.3 Removal and Replacement. The Contractor must:

(1) Remove and replace material, articles, supplies, equipment, or any part(s) of the Work that do not meet the Contract Documents requirements within the time required by Owner at Contractor's expense, including fees for required additional testing, inspections, engineering services, or other consulting services;

(2) Uncover and replace at its sole cost any portion of the Work that has been covered without the required testing or contrary to the Owner's written directives; and

(3) Even if the Contract Documents do not require a test or inspection prior to covering up the Work, uncover, expose or make available any portion of the Work for inspection or testing if the Owner determines that it is necessary. If the covered part of the Work does not comply with the Contract, the Contractor must pay the costs associated with uncovering, testing, inspecting, and replacing that part of the Work. If that part of the Work complies with the Contract, the Owner will issue a Change Order that provides for an increase in the Contract Price or an extension of Contract Time, or both, directly related to the Contractor's expense of uncovering, inspecting, testing, and re-covering that part of the Work.

5.3.1 The Contractor, or the Surety upon Owner's demand and absent any other default by Contractor, must pay the additional costs specified in this Section 5.3

within 10 days of Owner's written notice to Contractor or Surety, or if sufficient funds remain payable in the Contract, the Owner may deduct the additional costs from Contractor's next payment(s) due. If the Contractor does not remove, replace and correct the rejected part of the Work according to the Owner's notice, the Owner may remove, replace or correct the rejected part of the Work and store salvageable materials, all at Contractor's or its Surety's expense.

5.4 Access to Project Site. The Contractor must:

- (1) Allow the Owner, and federal and state agencies participating in the Project, access to the Project site and records relating to the Project; and
- (2) Provide proper facilities for access, inspection and testing.

The Owner may enter the Project site to observe and inspect the Work and to construct or install collateral work.

5.5 Owner Approval. The Owner's approval of tests, inspections, or replacement of Work does not relieve the Contractor of its obligation to perform the Work according to the Contract Documents.

6. SURVEYS AND PERMITS

6.1 Surveys. The Owner will establish control points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work, as shown in the Contract Documents. The Contractor must:

- (1) Furnish all necessary construction staking and markers at its expense;
- (2) Contract with a qualified surveyor to stake Work required by the Contract;
- (3) Pay the cost to replace stakes or markers removed or destroyed by Contractor's negligence; and
- (4) Maintain a suitable Architect's or Engineer's level at the Project site.

6.2 Permits and Licenses. The Contractor must obtain and pay for all permits and licenses required to perform the Work, unless otherwise provided for in the Contract Documents. The Contractor will comply with and give notices required by applicable laws, rules, regulations, and requirements of public authorities. The Contractor must obtain and pay all charges for street closings and traffic control necessary to perform the Work. The Contractor bears the cost of correcting violations of the applicable laws, rules, regulations and requirements of public authorities.

7. PROTECTION OF WORK, PROPERTY AND PERSONS

7.1 Safety. The Contractor must initiate, maintain and supervise all safety precautions and programs in connection with the Work, including:

- (1) Protecting the safety of and preventing injury, loss, or damage to its employees, Subcontractors, Owner's employees, and other persons at or adjacent to the Project site during the Work;
- (2) Where applicable, furnishing and erecting barricades, fences, lights, and any other safety precautions required by the most current version of the Texas Manual on Uniform Traffic Control Devices;
- (3) Establishing adequate detours for streets blocked to traffic;
- (4) Preventing damage to property on or adjacent to the Project site not designated for removal, relocation or replacement during the Work, including trees, shrubs, plants, lawns, sidewalks, pavement, roadways, structures and utilities
- (5) Preventing injury or damage to any part of the Work and the materials or equipment to be incorporated into the Work, whether stored on or off site;
- (6) Not removing trees, plants or shrubs without the Owner's prior written consent;
- (7) Providing suitable temporary bridges across trenches that block driveways, as directed by the Owner; and
- (8) Providing temporary drainage, as necessary.

7.2 Damage to Property. The Contractor must:

- (1) Monitor and promptly replace barricades and warning devices that are damaged or removed;
- (2) Except as provided in this Section, replace or repair, at its sole cost, public or private property damaged, destroyed or removed by the Contractor during the Work;
- (3) Repair or pay for the repair or replacement of underground utility, cable, telecommunications and other facilities covered by the Act that are damaged by Contractor; and
- (4) Not unload any track type construction machinery on existing pavement, or cross over any existing pavement or curb with the track type construction machinery.

7.3 Utilities and Underground Facilities. The Contractor must:

- (1) Locate all underground obstacles. The Owner does not represent that the Plans and Drawings accurately show the location of all sewer, water, gas, telephone, cable, electric, petroleum or other underground facilities;
- (2) Not interrupt utility services unless necessary to perform the Work;
- (3) Before excavating, contact the Texas Underground Facility Notification Corporation as required by the Underground Facility Damage Prevention and Safety Act (Chapter 251, Texas Utilities Code); and
- (4) Contact the Owner and other companies not subject to Chapter 251, Texas Utilities Code, that have facilities in, on, under, or adjacent to the Project site at least one week before performing any Work that will affect the Owner or any of the other companies' facilities. The Contractor must comply with the Owner's reasonable requirements to minimize the impact or the interruption of utilities to utility customers.

7.3 Project Site Clean Up. The Contractor must:

- (1) Keep the Project site reasonably clean at all times;
- (2) Dispose of surplus materials;
- (3) Clean up the Project site at the end of the Work and remove all remaining equipment, scrap materials, and temporary structures;
- (4) Restore existing facilities and property to a comparable condition as they were in when the Work began; including re-vegetative measures for all disturbed areas within City ROW.
- (5) Secure equipment and materials in advance of a hurricane or other natural disaster as required by the Owner.
- (6) Unless not feasible using commercially reasonable best efforts, stockpiles shall be contained and securely protected from wind.

8. CONTRACTOR STATUS AND SUPERVISION. The Contractor is an independent contractor and not an agent or servant of Owner. The Contractor must supervise and direct the Work according to the Contract requirements and is *solely* responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor must employ and maintain at the Project site a qualified Superintendent whose name has been submitted to the Owner. The Superintendent

must:

- (1) Have authority to act on behalf of the Contractor and all communications given to the Superintendent are binding on the Contractor; and
- (2) Keep in daily contact with and be able to effectively communicate with the Owner's representative and Engineer during the Work.

9. CONTRACT CHANGES

9.1 Change Orders Required. The Contract Price and/or the time in which the Contractor must achieve Substantial Completion may only be changed by a Change Order approved by the Owner.

9.2 Owner Changes. During the Contractor's performance of the Work the Owner may:

- (1) Order changes to the Work;
- (2) Make necessary changes to the Plans, Drawings, or Specifications; or
- (3) Increase or decrease the quantity of Work to be performed or materials, equipment, or supplies to be furnished.

If the Owner and Contractor agree that the change increases or decreases the Contract Price or the time to achieve Substantial Completion, the Owner will issue a Change Order within 30 days of the decision to equitably adjust the Contract Price or Substantial Completion time. The Contractor must continue the Work pending Contractor's receipt of the Owner's executed Change Order. Minor changes that are consistent with the scope of the Work or do not affect the time for Substantial Completion will not result in a Change Order to increase the Contract Price or to extend the time to achieve Substantial Completion.

9.3 Contractor Changes. The Contractor may request changes to the Work, by submitting a written request to the Owner describing the:

- (1) Proposed change;
- (2) Reason for the change; and
- (3) Effect on the Contract Price and time for Substantial Completion.

The Contractor must submit all documentation reasonably required by Owner that supports Contractor's Change Order request. If the Owner determines that the change is necessary or beneficial and increases or decreases the Contract Price or time to achieve Substantial

Completion, the Owner will issue a Change Order within 30 days of the Owner's determination to issue a Change Order that equitably adjusts the Contract Price or time to achieve Substantial Completion. The Contractor must continue performing the Work pending Contractor's receipt of the Owner's executed Change Order.

9.4 Disputed Change Orders and Effect of Agreement. The Contractor may file a Claim as specified in these General Conditions if the Contractor disputes Owner's determination as to a requested Change Order. An agreement on any Change Order is a final settlement of all the Contractor's Claims arising out of or relating to the change to the Work that is the subject of the Change Order, including all direct, indirect, and impact costs associated therewith and any adjustments to the Contract Price and time for Substantial Completion and Final Completion.

9.5 Delays. The Contractor may request a Change Order to extend the time to achieve Substantial Completion for a delay to the Work caused by:

- (1) Force Majeure; or
- (2) Owner's changes to the Work, as specified above.

Within five calendar days of the beginning of the delay, the Contractor must give written notice to the Owner and Engineer identifying the cause of the delay and the anticipated effect of the delay on the progress of the Work. Within five days of the date that the delay ends, the Contractor may submit to the Owner a written Change Order request for an extension of time for Substantial Completion of the Work. The written request must state the:

- (1) Cause of the delay;
- (2) Date the delay began and ended;
- (3) The effect of the delay on the progress of the Work;
- (4) Number of calendar days or Working Days requested for the time extension;
- (5) Facts that show the delay and the need for a time extension; and
- (6) Any other relevant information reasonably requested by the Owner or Engineer.

THE CONTRACTOR'S SOLE REMEDY FOR A DELAY, HINDRANCE, INTERRUPTION OR OBSTRUCTION TO THE WORK IS AN EXTENSION OF TIME TO ACHIEVE SUBSTANTIAL COMPLETION. THE CONTRACTOR WILL NOT RECEIVE ANY COMPENSATION OR DAMAGES FOR A DELAY, HINDRANCE, INTERRUPTION OR OBSTRUCTION TO THE WORK.

9.6 Value of Work. The Owner will determine the value of any Work covered by a claim for an increase or decrease in the Contract Price by using one or more of the following methods in the listed order of precedence:

- (1) Unit prices previously approved;
- (2) An agreed-upon lump sum amount; or
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the item of Work *plus* an agreed upon amount not to exceed 15 percent of the actual cost of the item of Work to cover the cost of the Contractor's general overhead and profit.

9.7 Changes to Contract Price. The Contract Price:

- (1) May not be increased by more than 25% through Change Orders; and
- (2) May not be reduced by more than 25% through Change Orders without the Contractor's consent.

9.8 Claims.

9.8.1 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that the owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any Claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents. Under no circumstances will an act or failure to act on the part of the Owner or Engineer constitute a waiver of the written Change Order requirement for extra work. A written Change Order is a strict condition precedent for payment for extra work.

B. Upon request of Owner or Engineer, Contractor shall without cost to Owner submit to Engineer, in such form as Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for

each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by Engineer. Contractor shall promptly revise and resubmit such estimate if Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by Engineer, Contractor shall obtain and furnish to Engineer bona fide proposals from recognized suppliers for furnishing any material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at Contractor's expense. Contractor shall state in the estimate any extension of time required for completion of the Work if the change or extra work is ordered.

C. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided herein Section 9.8.

9.8.2 Unauthorized Changes in the Work: Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents amended, modified, or supplemented as provided for with Owner's approval and execution of a Contract amendment or Change Order.

9.8.3 Notice of Claim. The Contractor must submit a written document to the Owner and Engineer clearly titled "Notice of Claim" within five days of Contractor's discovery of an event that may result in a Claim. The Notice must clearly identify the basis for the complaint and the impact or damages that may happen or have happened. If the impact or damages cannot be assessed as of the date of the Notice, the Contractor must provide a good faith explanation and estimate of the impact or damages and the anticipated date by which the Contractor will be able to amend the Notice to clearly identify the impact or damages. The Owner must have timely, specific Notice of a Claim so that problems or potential problems can be mitigated promptly.

9.8.4 Claim. In addition to the Notice of Claim above, the Contractor must file with the Owner and Engineer a document titled "Claim" within 60 days of the event resulting in a claim for damages, which Contractor agrees is a reasonable notice requirement.

9.8.5 Receipt of Notice of Claim. After receipt of a Notice of Claim, the Owner may refer the matter to the Engineer or another party for review and recommendation for the Owner's consideration. The Contractor must attend meetings scheduled to review and discuss the Claim and must furnish reasonable factual back-up for the Claim. The Contractor must diligently continue performing the Contract during pendency of the Claim, excepting termination of the Contract or Owner's direction to stop the Work.

9.8.6 Waiver of Claims. The Contractor waives a Claim or portion of a Claim that is not the specific subject of a Notice of Claim or Claim under Section 9.8.

9.8.7 Resolution of Claims. If a Claim is not resolved within three months of the date of Contractor's application for final payment through the Claim procedures or mediation, the Contractor is entitled to institute litigation on the Claim in a court with jurisdiction in Bastrop, Texas.

9.8.8 Calculation of Claim Amount. In calculating the amount of a Claim:

- (1) Indirect or consequential damages are not allowed;
- (2) Recovery cannot be based on a comparison of planned expenditures to total actual expenditures, a comparison of planned manloading to actual manloading, estimated losses of labor efficiency, or any other analysis used to show damages indirectly;
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- (4) Home office overhead, other home office charges or any Eichlay formula calculation is not allowed;
- (5) No profit is allowed.

10. TIME TO COMPLETE WORK AND LIQUIDATED DAMAGES

10.1 Contract Time. The Contractor must:

- (1) Begin the Work on the date specified in the Notice to Proceed;
- (2) Achieve Substantial Completion within the time specified in this Contract;
and
- (3) Complete the Punch List by the Final Completion Date.

10.2 Liquidated Damages.

10.2.1 Failure to Achieve Substantial Completion Date. If the Contractor fails to achieve Substantial Completion within the time required by this Contract, the Owner may assess liquidated damages in the amount shown in the Contract for each consecutive Calendar Day beyond Substantial Completion that Contractor fails to achieve Substantial Completion and may deduct the amount from the money due to the Contractor.

10.2.2 Failure to Achieve Final Completion Date. If the Contractor fails to complete the Punch List by the Final Completion Date the Owner may assess liquidated damages in the amount shown in the Contract for each consecutive Calendar Day beyond the Final Completion Date that Contractor fails to complete the Punch List and may deduct the amount from the money due to the Contractor.

10.2.3 Force Majeure. The Owner will not assess liquidated damages for a delay caused by Force Majeure.

10.2.4 Not a Penalty. The liquidated damages required by this Contract are not a penalty but a reasonable forecast of just compensation to the Owner for harm caused by the Contractor's delay that is difficult or impossible to determine at the time of execution of this Contract.

11. DIFFERING SITE CONDITIONS

11.1 Disturbance of Condition. Except in cases of emergency the Contractor must give the Owner at least a three-days written notice before the Contractor disturbs a subsurface condition, latent physical condition, unknown physical condition, or unusual physical condition, if any of those conditions differ materially from a condition indicated in the Contract.

11.2 Investigation. When the Owner receives the Contractor's written notice, the Owner will promptly investigate the condition. If the Owner determines that the condition materially differs from the Contract and will cause an increase or decrease in the Contract Price or time for Substantial Completion, the Owner will issue a Change Order to equitably adjust the Contract Price or time for Substantial Completion.

12. SUSPENSION OR TERMINATION OF WORK

12.1 Owner's Termination for Contractor Default.

12.1.1 Basis for Termination. The Owner may declare the Contractor in default of the Contract if the Contractor:

- (1) Violates a term of the Contract;
- (2) Does not employ or use skilled workers on the Project or an adequate number of workers;
- (3) Does not timely pay its Subcontractors, workers or Suppliers;
- (4) Does not comply with laws, regulations, rules and orders applicable to the Work;
- (5) Disregards the Owner's or Engineer's authority under the Contract; or

(6) Ceases to perform the Work at the Project site and does not resume the Work within ten Calendar Days after receiving written notice from the Owner to resume the Work.

12.1.2 Notice of Default. The Owner will give the Contractor and Surety notice of the default in writing citing the terms of the Contract that have been breached and what action the Contractor must take to cure the default. If the Contractor fails to cure the default within 30 days of the Owner's notice, the Owner may, without prejudicing any other rights or remedies, provide a second written notice to the Surety and Contractor that terminates the Contract.

12.1.3. Contractor's Obligations Upon Receipt of Notice. Upon receipt of Owner's notice of termination of the Contract, the Contractor must:

- (1) Stop the Work;
- (2) Not remove any materials, equipment or supplies located at the Project site;
- (3) Not enter into any Subcontracts or place any further orders for Supplies or products for the Work;
- (4) Terminate all orders and Supplier and Subcontractor contracts that relate to the remainder of the Work or, as directed by Owner, assign to the Owner all the Contractor's rights and interest in Supplier and Subcontractor contracts;
- (5) Protect and preserve property related to the Work at the Project site; and
- (6) Perform safety measures to protect the Work already performed at the Project site.

12.1.4 Use of Materials and Equipment. The Owner, Surety, or the completing contractor of either the Owner or Surety, may use the materials, equipment, and supplies located at the Project site to complete the Work, which will be reflected in the cost to complete the Work and for which the Contractor will not receive a credit to or reduction in the Contract Price.

12.1.5 Surety's Failure to Comply with Performance Bond. If the Surety fails to take any of the prescribed actions identified in the Performance Bond within 30 days of the Surety's receipt of the Owner's termination of the Contract, the Owner may complete the Work or contract with another contractor to complete the Work. The Owner will apply the remaining Contract balance to the Owner's entire cost to complete the Work, including liquidated damages, additional engineering fees, attorney's fees and all other expenses caused by Contractor's default. Labor performed by Owner's work forces will be calculated based on each employee's hourly wage plus the cost of

benefits. If the Owner's entire cost to complete the Work exceeds the Contract balance, the Contractor and Surety must pay the Owner the entire difference between the cost to complete the Work and the remaining Contract balance. If the Owner's entire cost to complete the Work is less than the remaining Contract balance, the Owner will credit to the Contract the difference between the Contract balance and the cost to complete the Work.

12.2 Contractor's Termination or Suspension.

12.2.1 Owner's Default. The Contractor may declare the Owner in default if the Owner fails to pay the Contractor any amount due under an approved application for payment as required in the Contract. The declaration of default must be in writing and delivered to the Owner's City Manager at the address stated in the Contract Documents. If the Owner does not begin to cure the default within ten calendar days of receipt of the Contractor's written notice, the Contractor may suspend the Work until the Owner complies with the Contract or wholly abandon the Work and remove all machinery, tools and equipment from the Project site that have not been included in the Owner's payments to the Contractor.

12.2.2 Owner's Payment to Contractor. If the Contract is terminated under this Section 12.2, the Owner will pay the Contractor for the following, which is the limit of Owner's liability to Contractor:

- (1) All completed Work to the date of termination for which payment has not been made;
- (2) The Contractor's reasonable expenses incurred to perform the Work that cannot be utilized on the Project; and
- (3) Retainage held by the Owner.

12.2.3 Deductions from Payment to Contractor. The Owner may deduct from the payment any sums the Contractor owes the Owner under the Contract.

12.2.4 Suspension of Work. If the Contractor suspends the Work as allowed by this Section, the Owner will extend the time to achieve Substantial Completion by the number of calendar days or Working Days (depending on the type of Contract) that the Work was suspended.

12.3 Force Majeure. If the Work is suspended for more than 90 days because of Force Majeure the Contractor may terminate the Contract after providing at least ten days' advance written notice to the Owner. If the Contract is terminated under this Section 12.3, the Owner will pay the Contractor for:

- (1) All completed Work to the date of termination plus for which payment has not been made; and

(2) Retainage held by the Owner.

The Owner may subtract from the payment any sums the Contractor owes the Owner under the Contract.

13. PAYMENTS TO CONTRACTOR

13.1 Pay Applications.

13.1.1 Contractor's Submittal. By the 5th day of each month the Contractor must submit to the Owner a pay application for Work performed in the preceding month. The Contractor must sign the pay application request and include with it:

- (1) The estimate for Work performed during the period covered by the pay application;
- (2) Supporting data, acceptable to the Owner, that shows the Owner's title to and Contractor's insurance for, the materials and equipment stored at or near the Project site that have not been incorporated into the Work;
- (3) The Contractor's updated progress schedules and payroll documents; and
- (4) Any other data requested by the Owner, which may include releases from Contractor's Subcontractors and Suppliers for which Contractor has previously received payment.

13.1.2 Owner's Response. Within ten days of receipt of the monthly pay application the Owner will:

- (1) Approve the pay application; or
- (2) Return the pay application to the Contractor with written reasons for refusing to approve payment.

13.1.3 Pay Application Corrections. If the pay application is not approved, the Contractor may correct the pay application and resubmit it to the Owner.

13.2 Retainage.

13.2.1 Contracts Less Than \$5 Million. For Contracts with an original Contract Price less than \$5 Million the Owner will retain 10% of the amount of each payment until Final Completion. After 50% of the Work has been completed, the Contractor may request that the Retainage be reduced to 5% of each payment. If the Owner determines that the Work has been performed according to the Contract, the

Owner will reduce the Retainage to 5% of each payment.

13.2.2 Contracts \$5 Million or More. For Contracts with an original Contract Price of \$5 Million or more, the Owner will retain 5% of the amount of each payment until Final Completion.

13.2.3 Contracts \$10 Million or More (or contracts awarded using a method other than competitive bidding). For a competitively awarded contract with a value of \$10 Million or more, and for a contract that was awarded using a method other than competitive bidding, Owner and Contractor may agree to deposit in an interest-bearing account the retainage withheld on periodic contract payments.

13.3 Withholding Payment. In addition to any other remedies to which Owner may be entitled, the Owner may withhold payments or part of a payment, including but not limited to, to the Contractor if the Owner receives written notice from the Surety, a Subcontractor, or a Supplier that the Contractor has not paid a Subcontractor for Work performed or a Supplier for material, equipment or supplies furnished for the Project. The provisions of this paragraph are for the sole benefit and protection of the Owner and do not obligate the Owner to withhold payment for the protection or benefit of third parties.

13.4 Final Payment. The Owner will issue the final payment within 30 days of:

(1) Final Completion; and

(2) The Contractor submitting to the Owner an executed Affidavit of Bills Paid showing that all Subcontractors and Suppliers have been paid.

The Owner's issuance of final payment does not release the Contractor or the Surety from any remaining obligations under this Contract. By accepting the final payment, the Contractor relinquishes any claims against the Owner arising out of the Contract and performance of the Work.

14. PERFORMANCE AND PAYMENT BONDS.

14.1 Performance Bond and Payment Bond. The Contractor must maintain a Performance Bond and Payment Bond meeting the requirements of this Contract in effect for the duration required by this Contract.

14.2 Furnishing Information. The Contractor must furnish information to the Subcontractors and Suppliers as required by Chapter 2253, Tex. Gov. Code.

15. ASSIGNMENT. The Contractor may not assign, sell, transfer, or otherwise dispose of this Contract or any part of this Contract without the Owner's prior written consent.

16. **MULTIPLE CONTRACTS.** The Owner may award other contracts in connection with this Project. The Owner will notify the Contractor at the pre-bid meeting if the Owner has awarded or intends to award separate contracts as part of the Project. The Contractor must coordinate the Work with the work of the other contractors, allow reasonable storage of contractors' materials at the Project site, and connect any part of the Work that must be connected to the other contractors' work. If the Work depends on other contractors' work, the Contractor must promptly report any defects in the other contractor's work that render the Project unsuitable.

17. **SUBCONTRACTS.** The Contractor may use a Subcontractor to perform specialized parts of the Work, but may not award work to Subcontractors, the total value of which exceeds 50% of the Contract Price, without the Owner's prior written approval.

18. **ENGINEER'S AUTHORITY.** If an Engineer is listed in this Contract, the Engineer will assist the Owner during construction of the Project by providing the Owner with an opinion on the quality and acceptability of materials, equipment and supplies furnished and Work performed. The Engineer may visit the Project site and determine if the Work is proceeding as required by this Contract; however, the only the Owner shall have the authority to agree and authorize any changes in the Work.

19. **LAND AND PROPERTY INTERESTS.** Unless another Contract Document provides otherwise, the Owner will obtain title to all the land and all property interests, including easements and rights-of-way, needed for the Project, and will provide the Contractor with descriptions or maps of the same. The Contractor must provide, at its sole cost, any land needed for temporary construction facilities or storage of materials and equipment.

20. **WARRANTY**

20.1 **Warranty.** The Contractor warrants that for a period of one year (measured from Date of Substantial Completion or from the Date of Final Completion for Punch List items, whichever date is later) the:

- (1) Project will be free from faulty or poor quality workmanship;
- (2) Materials will not be substandard, faulty, or of poor quality; and
- (3) All parts of the Project will meet the appearance, quality and performance that applied when the Warranty period began.

20.2 **Notice.** The Owner will promptly notify the Contractor in writing if the Owner observes any part of the Work that does not meet the requirements of 20.1 (1)-(3) above (Nonconforming Work) during the applicable one-year warranty period. The Contractor must promptly correct the part of the Nonconforming Work at Contractor's sole expense and in a manner approved by Owner/Engineer. If the Contractor does not

correct the Nonconforming Work within 30 days of receiving the Owner's written notice, the Owner may seek any remedies provided by law, or correct the Nonconforming Work and charge the Contractor the Owner's actual cost of correcting the Nonconforming Work. If the Owner corrects the Nonconforming Work, the Contractor must pay the Owner's cost within 30 days of receipt of an invoice from the Owner. The Contractor's warranty obligations survive termination of the Contract.

21. TAXES

21.1 Payment of Taxes. The Contractor must pay all taxes that apply to the Work. The Owner is a tax exempt entity under Section 151.309, Texas Tax Code. The Owner will provide the Contractor with a copy of the Owner's tax exempt certificate for purchases that are exempt from payment of a sales tax.

22. UNIT PRICES. If any of the Work is paid on a unit price basis, the Owner will pay the Contractor based on the actual quantities of Work performed or materials furnished. The Owner will not pay the Contractor for any damages, lost profits, or any other losses or claims based on the difference between the estimated quantities shown in the Request for Bids and the actual quantities of Work performed or materials furnished. Negotiation or changes to unit prices due to material/labor price increases will not be allowed for the duration of this project. The bid unit prices of the successful bidder for the project shall govern regardless of the magnitude of price decrease or increase in material costs during the project duration.

23. AS-BUILT DRAWINGS. As-built drawings are the marked-up drawings, maintained by the Contractor on-site, that depict actual conditions and deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to submitted Requests for Information (RFI's); direction from the Owner; design that is the responsibility of the Contractor, and differing site conditions. Maintain the as-builts throughout construction as red-line PDF files. These files serve as the basis for the creation of the record drawings.

24. RECORD DRAWINGS. The record drawings are the final compilation of actual conditions reflected in the as-built drawings. Record drawings will show the final location, final grades, sizes and types of the various facilities, equipment, piping, valves, instruments and other major items of the Work. The Contractor must furnish to the Owner this set of prints, along with a complete set of "record drawings" that show the Project as constructed, as well as final shape files and final surface files (when applicable), before the Owner releases the final payment to the Contractor. In addition to, the Contractor must supply final shape files (.shp) and final surface files (.mms)

25. NOTICE. All notices will be in writing and may be delivered by email, mail, or in person,. Mailed notice is deemed received three days after the date of deposit in the United States mail. All notices will be delivered to the following addresses:

To the Contractor: Contractor's Address Shown in the Bid Submittal Form

To the City: City of Bastrop
Attn: Hudson Mills
City of Bastrop
1311 Chestnut Street, Bastrop
Texas 78602

26. **DISPUTE RESOLUTION PROCEDURES.** If the Owner or Contractor disputes any matter relating to this Contract, the parties will, in good faith, before bringing any legal action, try to settle the dispute by submitting the matter to mediation before a third party selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

27. **COMPLIANCE WITH LAWS.**

27.1 **Compliance with Laws.** The Contractor must comply with all laws, ordinances, rules, and regulations that apply to the Work and Project. The Contractor, also, must comply with the following, whether or not applicable by other law, ordinance, rule or regulation:

- (1) Texas Department of Highways and Public Transportation—Texas Manual on Uniform Traffic Control Devices for Streets and Highways (for street, bridge and drainage projects);
- (2) U.S. Department of Labor Occupational Safety and Health Administration— Safety and Health Regulations for Construction—Excavation, 29 CFR 1926, Subpart P, as amended;
- (3) The City of Bastrop Stormwater Drainage Design Manual, the Texas Commission on Environmental Quality's Texas Pollutant Discharge Elimination System (TPDES) regulatory and permit requirements, and all other laws and regulations related to storm water;
- (4) The City of Bastrop Design Standards; and
- (5) Environmental Laws.

Hazardous Substances. If the Contractor encounters what it believes to be a Hazardous Substance on the Project site or that may affect the Work, the Contractor must stop work in the area immediately and report the condition to the Owner and Engineer in writing and may not resume the Work until the Owner provides written notice to the Contractor to do so.

2. SUPPLEMENTARY CONDITIONS

[City to include Supplementary Conditions, if any.]

City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602
512-332-8800



June 25, 2024

CC Carlton Industries LTD
10265 SH 29
Liberty Hill, TX 78642
512-476-4282

Ref: Letter of Intent between City of Bastrop and CC Carlton Industries, LTD

Owner: City of Bastrop
Project: FM 969 Off-Site Wastewater Line
Bid Date: July 9, 2024
County: Bastrop County

It is the intent of the City of Bastrop ("Owner"), subject to the approval of the City Council, to award C.C. Carlton Industries, LTD ("CCC") the contract for the construction of the project noted above based upon the enclosed bid information. Upon award of the contract to CCC from the Owner, the Owner asks that CCC proceed with any shop drawings and submittals as required by the contract documents.

The scope of work to be undertaken pursuant to this letter is

- Acquisition of necessary permits and insurances other than those arranged by the owner, sufficient to enable the work to start;
- Site layout and survey including establishment of project benchmarks as require,
- Review shop drawings and submittals;
- Review schedules;

At any time, the Owner, may direct that work shall stop on the project and, in that case, CCC will secure the work area, ensure that site safety is adequate and leave the project if necessary

This letter will form an interim agreement between CCC and Owner until such time as either a formal EJCDC contract is executed by both parties based on the enclosed bid information or the parties discontinue negotiations on the proposed contract for this project. This letter will be the entire agreement between the parties during the interim period and any changes to the terms herein shall be in writing. You should not accept any instructions from any person other than Andres Rosales, Assistant City Manager, who will be acting as the owner's representative until the formal award and contract documentation has been completed, approved by the City Council, and executed by both parties.

Please sign the acknowledgment below and return via email at your earliest convenience.

If you have any questions or require additional information, please contact me.

Owner:
CITY OF BASTROP, TEXAS

By

Name *Sylvia Carrillo-Trevino*
Title *City Manager*

Contractor
C. C. CARLTON INDUSTRIES LTD

By 

Name Benjamin Lyon

Title CEO of C. C. Carlton Industries, Ltd

3. ENGINEER'S PLANS AND SPECIFICATIONS

[Include copy of Engineer's plans and specifications, if available.]

5/1/2024



C.C. Carlton Industries, Ltd.

3102 BEE CAVES RD., SUITE 200, AUSTIN, TEXAS 78746
512-476-4099 - FAX: 512-476-4096

4. CONTRACTOR'S BID FOR THE PROJECT

[Include copy of Contractor's bid/quote and Letter of Intent.]

5. PERFORMANCE BOND

Bond No. 602-206081-2

Name of Surety: United States Fire Insurance Company

Name of Contractor as Principal: CC Carlton Industries, Ltd.

Name of Owner as Obligee: City of Bastrop, Texas

Name of Project: FM 969 Off-Site Wastewater Line

CIP Project No. (if applicable) _____

Date of Contract: August 1, 2024

(Not before Bond execution date)

Bond Amount (Contract Price): \$3,199,778.53 (Three Million One Hundred Ninety Nine Thousand Seven Hundred Seventy Eight & 53/100's)

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Bastrop. The Contract requires the Contractor to furnish this Performance Bond.

AGREEMENT:

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
3. **NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's

Registered Agent at the address identified in this Performance Bond) of the Contractor's default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.

4. **SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT.** Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:
- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
 - (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor. The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work. The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.
 - (c) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any

unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.

(d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.

(e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.

5. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:

(a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and

(b) Acts or omissions of the Surety; and

(c) Owner's compliance with the Surety's directions or requests.

6. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.

7. **GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Bastrop County, Texas.

8. **INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.

9. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

CC Carlton Industries, Ltd.

(Typed Firm Name)

(Seal)

By: *Benjamin Lyon*

(Signature—Attorney in Fact)

Benjamin Lyon

(Printed Name)

CEO

(Title)

3102 Bee Caves Road, Suite 200

Austin, TX 78746

(Physical Address)

3102 Bee Caves Road, Suite 200

Austin, TX 78746

(Mailing Address)

512-476-4282

(Telephone No. with Area Code)

August 7th, 2024

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

Surety:

United States Fire Insurance Company

(Typed Firm Name)

(Seal)

By: *Steven H. Dobson*

(Signature—Attorney in Fact)

Steven W. Dobson

(Printed Name)

Attorney-in -fact

(Title)

305 Madison Avenue
Morristown, NJ 07962

(Physical Address)

305 Madison Avenue
Morristown, NJ 07962

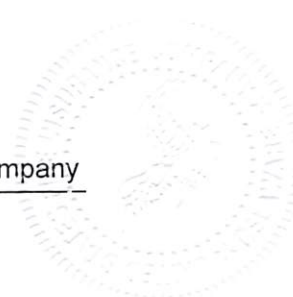
(Mailing Address)

800-365-6065

(Telephone No. with Area Code)

August 1, 2024

(Date of Execution)



6. PAYMENT BOND

Bond No. 602-206081-2

Name of Surety: United States Fire Insurance Company

Name of Contractor, as Principal: CC Carlton Industries, Ltd.

Name of Owner, as Obligee: City of Bastrop, Texas

Name of Project: FM 969 Off-Site Wastewater Line

CIP Project No. (if applicable) _____

Date of Contract: August 1, 2024

(Not before Bond execution date)

Bond Amount (Contract Price): \$3,199,778.53 (Three Million One Hundred Ninety Nine Thousand Seven Hundred Seventy Eight & 53/100's

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Bastrop. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

- 1. CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
- 2. PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
- 3. DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.
- 4. SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be

performed.

5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Bastrop County, Texas.
6. **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.
7. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

[Signatures on following page.]

Contractor:

CC Carlton Industries, Ltd.

(Typed Firm Name)

(Seal)
By: 

(Signature—Attorney in Fact)

Joe Guerrero

(Printed Name)

President

(Title)

3102 Bee Caves Road, Suite 200, Austin, TX 78746

(Physical Address)

3102 Bee Caves Road, Suite 200
Austin, TX 78746

(Mailing Address)

512-476-4282

(Telephone No. with Area Code)

August 2, 2024

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

Surety:

United States Fire Insurance Company

(Typed Firm Name)

(Seal)
By: 

(Signature—Attorney in Fact)

Steven W. Dobson

(Printed Name)

Attorney-in -fact

(Title)

305 Madison Avenue
Morristown, NJ 07962

(Physical Address)

305 Madison Avenue
Morristown, NJ 07962

(Mailing Address)

800-365-6065

(Telephone No. with Area Code)

August 1, 2024

(Date of Execution)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

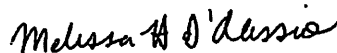
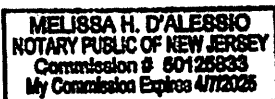


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

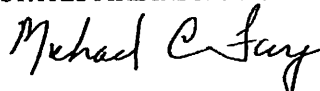


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of August 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



7. LABOR CLASSIFICATION AND MINIMUM WAGE RATES

[City to Provide List of Wage Rates, consistent with Tex. Gov't Code Ch. 2258]

Superseded General Decision Number: TX20230007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/05/2024

SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	**
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 12.94	**
Structures.....	\$ 12.87	**
LABORER		
Asphalt Raker.....	\$ 12.12	**
Flagger.....	\$ 9.45	**
Laborer, Common.....	\$ 10.50	**
Laborer, Utility.....	\$ 12.27	**
Pipelayer.....	\$ 12.79	**
Work Zone Barricade Servicer.....	\$ 11.85	**
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR:		
Agricultural Tractor.....	\$ 12.69	**
Asphalt Distributor.....	\$ 15.55	**
Asphalt Paving Machine.....	\$ 14.36	**
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	**
Concrete Pavement Finishing Machine.....	\$ 15.48	**
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	**
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	**
Directional Drilling Locator.....	\$ 11.67	**
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	**
Excavator over 50,000 lbs...\$	17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	**
Front End Loader, 3 CY or Less.....	\$ 13.04	**
Front End Loader, Over 3 CY.\$	13.21	**
Loader/Backhoe.....	\$ 14.12	**
Mechanic.....	\$ 17.10	**
Milling Machine.....	\$ 14.18	**
Motor Grader, Fine Grade...\$	18.51	
Motor Grader, Rough.....\$	14.63	**
Pavement Marking Machine...\$	19.17	
Reclaimer/Pulverizer.....\$	12.88	**

Roller, Asphalt.....\$ 12.78 **
 Roller, Other.....\$ 10.50 **
 Scraper.....\$ 12.27 **
 Spreader Box.....\$ 14.04 **
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
 Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
 Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
 Off Road Hauler.....\$ 11.88 **
 Single Axle.....\$ 11.79 **
 Single or Tandem Axle Dump
 Truck.....\$ 11.68 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.20) or 13658
 (\$12.90). Please see the Note at the top of the wage
 determination for more information. Please also note that the
 minimum wage requirements of Executive Order 14026 are not
 currently being enforced as to any contract or subcontract to
 which the states of Texas, Louisiana, or Mississippi, including
 their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

8. WORKERS' COMPENSATION INSURANCE COVERAGE ADDENDUM

These reporting requirements for Workers' Compensation Coverage are mandated by Section 406.096, Texas Labor Code, and the Texas Workers' Compensation Commission Rule, 28 TAC Sec. 110.110, and apply to all building or construction projects for the City of Bastrop.

1. Definitions:

Certificate of coverage ("certificate") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on the Project, for the duration of the Project.

Duration of the Project means the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the City.

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

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44), for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the Project, and provide to the City:

- (a) a certificate of coverage, prior to that person beginning work on the Project, so the City will have on file certificates of coverage showing coverage for

all persons providing services on the Project; and

- (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the Project, for the duration of the Project;
- (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- (e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.
X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident
 / \$500,000 by disease aggregate

X _____ Commercial General Liability:

	<u>X</u> Very High/High Risk	____ Medium Risk	____ Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

X _____ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u>X</u> Very High/ High Risk	____ Medium Risk	____ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

____ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

____ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

X Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

____ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors. Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

____ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

X Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop).

\$1,000,000 each occurrence / \$2,000,000 aggregate

____ Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information

10. CHANGE ORDER REQUEST FORM

Date: _____
P.O. #: _____
Account #: _____

Change Order #: _____
Department: _____
Project #: _____

Requested By: _____
Contractor: _____

Phone Ext: _____
Contract Date/Time: _____

Change Order Description:

Price Impact:

A. Original Contract Amount: _____
B. Current Change Order Amount:* _____
C. Previous Change Orders: _____
D. Cumulative Change Order Amount (B + C): ** _____
E. Percent of Original Contract (D ÷ A): _____
F. Revised Contract Amount (A+D): *** _____

* Change orders in excess of \$50,000 must be taken to City Council for approval.
** Cumulative change order amount (Line D) must not exceed 25% of original PO amount.
*** If new purchase order total (Line F) exceeds \$50,000 and original purchase order amount (Line A) is less than \$50,000, change order must be taken to City Council for approval.

Schedule Impact:

Original Contract Time (Days): _____ Original _____
Completion Date: Current Change Order (Days): _____
Previous Change Orders (Days): _____
Revised Contract Time (Days): _____ Revised Completion Date: _____

Vendor Acknowledgement: _____ Date: _____

CITY CLEARANCES

Category 1: _____ Date: _____
(Required only if Line B ≤ \$4,999.99)

Category 2: _____ Date: _____
(Required only if Line B is \$5,000 - \$14,999)

Category 3: _____ Date: _____
(Required only if Line B is \$15,000 - \$24,999)

Engineering Approval: _____ Date: _____
(Required on all CIP Change Orders)

Purchasing Approval: _____ Date: _____
(Required on all Change Orders)

Category 4: _____ Date: _____
(Required only if Line B is \$25,000 - \$50,000)

11. CONFLICT OF INTEREST QUESTIONNAIRE

[Include copy of Contractor's form CIQ.]

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

C. C. Carlton Industries, Ltd.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *Benjamin Zapp, CEO of CCOT*
Signature of vendor doing business with the governmental entity

8/7/2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

12. TXDoT Right-of-Way Permit

[Include copy of Texas Department of Transportation Right-of-Way Permit.]

UTILITY PERMIT APPROVAL

TO:	Buonodono Tony
	City of Bastrop
	P.O. Box 427 Bastrop, 78602

Date:	07-26-2024
Application/Permit No.:	00002/20240617/72355/135475/UP
District:	Austin

Highway	Control Section	Maintenance Section	County
FM0969-K: From milepost 476+1.601 To milepost 478+0.136	1186-02		Bastrop
SH0021-A: At milepost 38.837	0265-04		Bastrop
SH0021-X: At milepost 38.863	0265-04		Bastrop

Schedule Dates: from 07/29/2024 to 02/03/2025

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. 00002/20240617/72355/135475/UP dated

06/17/2024 and accompanying documentation, except as noted below.

Additional Information from Permit Approver:

See Comments Below

- 1. Please ensure that none of the trenches will encroach into the edge of pavement**
- 2. Provide safety measures to ensure that any open pits are visible with reflective barricades and fencing if necessary if open longer than 24 hours.**
- 3. All manholes without the right of way inside the clear zone of 16' from edge of pavement must be at grade.**
- 4. City of Bastrop will contact ProRivers prior to construction to resolve the concrete pad that is in the clear zone and above grade.**

Special Provisions:

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of workdays and traffic control plans. Use the RULIS website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval and any approved amendments at the job site.

When installing utility lines on controlled-access highways, access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for routine service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as that apply to the general public except, however, if an emergency occurs and usual means of access for routine service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for the convenience and safety of highway traffic.

The installation shall not damage any part of the highway, and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. If the Utility Installation Owner fails to comply with any or all the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

1. **PERMIT** - The person in charge of this installation shall have a copy of the permit and its' attachments on the job at all times. Deviations from the approved permit must have prior approval of the Texas Department of Transportation.
2. **EXISTING UTILITIES** - The exact location of any utilities that may conflict with the proposed installation should be field verified by the installer during
3. **SAFETY** - Warning and protective devices, including flagmen, shall be used to prevent creation of a traffic hazard and to ensure the safety of the public in accordance with the Manual of Uniform Traffic Control Devices.

Parking of employees' cars and trucks on both sides of the pavement will be prohibited and all such vehicles shall be parked on one side of the road and in no instance closer than a minimum of eight feet from the edge of the pavement.

All construction equipment and materials stored on highway right-of-way shall be stored in such a manner and at such locations (a minimum of 30 feet from nearest traffic lane) as not to interfere with the safe passage of traffic.

1. **UNDERCROSSINGS** - Crossings shall be bored under the highway. The annular void between the drilled hole and the casing pipe (if more than one inch) shall be pressure-filled with a satisfactory material to prevent settlement of any part to the highway facility over the casing. No more than three pilot bores will be permitted. Abandoned pilot bores shall be pressure-filled.

Bore pits should be located at least: 30 feet from all freeway main lanes and other high-speed (exceeding 40 mph) highways except as indicated as follows: 16 feet for high-speed highways with current average daily traffic volumes of 750 vehicles per day or less; 16 feet for ramps; and 10 feet for low-speed (40 mph or less) highways. For urban (curbed) highway cross sections, all borings shall extend beyond the back of curb plus: 30 feet from high-speed (greater than 40 mph) facilities; and three feet from low-speed (40 mph or less) facilities, plus any additional width to clear an existing sidewalk. The pits or trenches excavated to facilitate boring and pipeline installation shall be backfilled to a density approximating that of the adjacent soil immediately after operations have been completed.

1. **ENCASEMENT** - Encasement pipe can either be HDPE, PVC, or Welded Steel, and must be made of load bearing materials. Roadway crossing should be encased from right of way line to right of way line or as far as possible. Refer to TAC RULE §21.40.
1. **LONGITUDINAL ALIGNMENT** - Installations shall be placed uniformly along the right-of-way line on longitudinal sections "as dimensioned" and approved on the notice form and specified on the plans. State law allows only utility firms and agencies to install lines along highway right-of-way.

SME - Utility Coordinator Review

Review Answer: Recommend Approval w/ Comments/Changes

Response text: Recommend Approval w/Comments

1. Please ensure that none of the trenches will encroach into the edge of pavement
2. Provide safety measures to ensure that any open pits are visible with reflective barricades and fencing if necessary if open longer than 24 hours.
3. All manholes without the right of way inside the clear zone of 16' from edge of pavement must be at grade.
4. City of Bastrop will contact ProRivers prior to construction to resolve the concrete pad that is in the clear zone and above grade.

SME - Maintenance Section Review

Review Answer: Recommend Approval

Response text: Recommend Approval

SME - Maintenance Section Review

Review Answer: Review requested but closed without answer
Response text:

SME - Utility Coordinator Review
Review Answer: Review requested but closed without answer
Response text:

SME ATTACHMENTS:

Included attachments:

General Provisions : [link](#)

General Provisions : [link](#)

unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.

(d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.

(e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.

5. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:

(a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and

(b) Acts or omissions of the Surety; and

(c) Owner's compliance with the Surety's directions or requests.

6. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.

7. **GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Bastrop County, Texas.

8. **INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.

9. REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be

issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop
Engineering and Capital Project Management Department
1311 Chestnut Street
Bastrop, TX 78602

Or emailed to: engineering@cityofbastrop.org Ph. (512) 332-8847

[Remainder of page intentionally blank]



CCCARLT-01

MSCHULER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2024

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

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

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Dr Austin, TX 78741	CONTACT NAME: Michelle Schuler PHONE (A/C, No, Ext): (512) 447-7773 205 FAX (A/C, No): E-MAIL ADDRESS: mschuler@timeinsurance.com														
INSURED CC Carlton Industries, LTD. 10265 East TX-29 Liberty Hill, TX 78642	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Comapny</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty</td> <td>25674</td> </tr> <tr> <td>INSURER C : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER D : Columbia Casualty Insurance Company</td> <td>31127</td> </tr> <tr> <td>INSURER E : Travelers Lloyds of Texas Insurance Company</td> <td>41564</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Comapny	25623	INSURER B : Travelers Property Casualty	25674	INSURER C : Texas Mutual Insurance Company	22945	INSURER D : Columbia Casualty Insurance Company	31127	INSURER E : Travelers Lloyds of Texas Insurance Company	41564	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			9M375816	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> XCU						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			9M319738	12/8/2023	12/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		9M377545	12/8/2023	12/8/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002070499	12/8/2023	12/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Coverage			7015496790	6/12/2024	6/12/2025	Per Occurrence \$ 5,000,000
E	Installation & Impro			8J929385	12/8/2023	12/8/2024	Per Job Site \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holders are named as Additional Insured on all policies except Workers Compensation. All policies include a Waiver of Subrogation in favor of Certificate Holders. Coverage is Primary and Non-Contributory. Thirty (30) Day Written Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Bastrop Engineering and Capital Project Management Department 1311 Chestnut Street Bastrop, TX 78602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|---|--|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE:**
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

 - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
 - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

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

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

POLICY NUMBER: 9M375816

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

**Designated Project
General Aggregate(s):**

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
 - 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 - 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 - 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project"
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUID LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCT/COMPLETION OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against a person or organization because of any payment we make under this Coverage Part, to whom the insured has

w waived its right of recovery by a written contract or agreement. This waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO
(CONTINUED ON IL T8 03)

ADDRESS:

THE ADDRESS FOR THAT PERSON OR
(CONTINUED ON IL T8 03)

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name

as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

- e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited

liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

COMMERCIAL AUTO

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 9M319738

ISSUE DATE: 12/08/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR

**ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT...**

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

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

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/8/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002070499 of Texas Mutual Insurance Company effective on 12/8/23

Issued to: C.C. CARLTON INDUSTRIES LTD



This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/5/23

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/8/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002070499 of Texas Mutual Insurance Company effective on 12/8/23

Issued to: C.C. CARLTON INDUSTRIES LTD

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/5/23

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1197655

Date Filed:
 08/07/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C. C. Carlton Industries, Ltd.
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Bastrop

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-015 FM 969 & Bear Hunter Dr
 FM 969 Off-Site Wastewater Line Installation.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carlton, C. Craig	Austin, TX United States	X	
	Lyon, Benjamin	Leander, TX United States	X	
	Guerrero, Joe	Liberty Hill, TX United States	X	
	Guerrero, Tito	Bastrop, TX United States	X	
	Dickehut, Hunter	Burnet, TX United States	X	
	Carlton, C. Chandler	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Benjamin Lyon, and my date of birth is 02/26/1994.

My address is 3102 Bee Caves Rd., Ste 200, Austin, TX, 78746, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 7th day of August, 20 24.
(month) (year)

Benjamin Lyon, CEO of CCCI
 Signature of authorized agent of contracting business entity
 (Declarant)