

MEMORANDUM

TO: Judge Robert Hebert **B13-075 (1)**
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on August 6, 2013. Thank you.

DATE: August 14, 2013

→ **RETURN TO:** Norma Weaver
8-16-13 Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469

AUG 14 2013
RECEIVED
COUNTY JUDGE



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	Dun and Bradstreet	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Statewide Services, Inc. Year Business was Established <u>1998</u>	
Remittance Address	6819 Cadillac St	
City/State/Zip	Houston, Texas 77021	
Physical Address	Same as above	
City/State/Zip		
County	Fort Bend County Other: <u>Harris</u>	
Phone/Fax Number	Phone: <u>713-864-3368</u> Fax: <u>713-868-0993</u>	
Contact Person	Mel Allison	
E-mail	mel@statewideservicesinc.net	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input checked="" type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input checked="" type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # <u>1721590394300</u> <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input checked="" type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> > \$22,400,000	
NAICs codes (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

86.13.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above Statewide Services, Inc.	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) 6819 Cadillac	Requester's name and address (optional)
City, state, and ZIP code Houston, TX 77021	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ Can [Signature]	Date ▶ 7-25-13
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



STATEWIDE SERVICES, Inc.

6819 Cadillac St
Houston, Texas 77021
Phone: (713) 864-3368
Fax: (713) 868-0993

City of Houston M/DBE
State of Texas HUB

Work Experience

City of Alvin Sidewalks

Installed 4500 lf of 4' sidewalks, expanded wood bridge by 5' for sidewalk rebuilt street approaches to accommodate for sidewalks. We also installed 4 new inlets to and storm pipe.

Engineers-*City of Alvin*

Project Manager-*Jim Nance*

281-388-4227

Black rock Commons

Installed 1200Lf of 12" Waterline with 16X16 TSV, 3 Fire Hydrants; 200 lf Bore of 8" Sanitary line w/ 2 manholes. We also installed 1500 lf of storm sewer with 5 manholes, a storm trooper and outfall.

Engineers-*Jones and Carter*

Project Manager-*Jonathan White*

281-363-4039

Champion Forest Drainage Improvements

Installed 2000 lf of 42" RCP, an additional 500 lf of pipe was jacked. We installed 2 junction boxes for tie-in to existing storm sewer.

Engineers-*Jones and Carter*

Project Manager-*Justin Johnson*

281-363-4039



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City of Houston **M/DBE**
State of Texas **HUB**

Chase Loch Utility Extensions

Installed Waterline with 4 fire hydrants and 1 wet connection. We installed 1100 lf of 8" sanitary sewer 20 ft Deep with 3 manholes, a tie-in with a sewer drop and dewatering.

Engineers- *A&S Engineers*

Project Manager- *Justin Edwards*

713-942-2700

Singh LTD Partnership Sanitary Extension

We installed 700 lf of 8" Sanitary sewer with 4 manholes.

Engineers- *A&S Engineers*

Project Manager- *Justin Edwards*

713-942-2700

Telge Road Waterline

We installed 1200 lf of 12" waterline with 2 wet connections and 300 lf of Boring.

Engineers- *Sander Engineering*

Project Manager- *Chris Burke*

713-784-4830

City of Houston Tree Planting

Installed and maintain 5,200 trees throughout the city. We also maintain the trees.

Engineers- *City of Houston*

Project Manager- *Brad Hendrix*

Cullen Blvd Site Improvements

Remove Concrete out of Medians and install Landscaping

Engineers- *M2L*

Project Manager- *Duncan Elliott*



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City of Houston **M/DBE**
State of Texas **HUB**

City of Pearland Old Town Drainage Improvements

Installed 1000 lf of 10x4 RCB, 800lf of 8x4 RCB, 650lf of 5x4 RCB;
5600sf of 4" sidewalks along with water and sanitary sewer offsets to
accommodate.

Engineer- *LJA East*

Project Manager- *Andrea Broughton*

281-652-1641

West Belfort Paving

Install 6000 lf of 24" thru 42" Storm Sewer for City of Houston

Engineers- *Kuo and Associates*

Owner- *City of Houston*

Project Manager- *Jeff Chukuah*

12-inch Waterline Replacement along FM 529

Install 5000lf of 12-inch Waterline with 6 valves and 18 Fire Hydrants

Engineers- *KMS Engineering*

Project Manager- *David Keel*

281-598-0000

Langham Creek Nursing Home

Installed 600lf of 20ft Deep 8" Sanitary Sewer and 4 Manholes.

Installed 1200 lf of 12" Waterline 3 fire hydrants and a 12x12 TS
&V.

Engineers- *Jones & Carter*

Project Manager- *Albert Loscano*

713-777-5337



STATEWIDE SERVICES, Inc.

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City of Houston **M/DBE**
State of Texas **HUB**

A-S 91 Ft. Bend Parkway

Installed 600lf of 16in waterline with 15 fire hydrants. Two 16x16 TS&V installed. Also, we completed a 16in emergency interconnect for the City of Missouri City in order to get water service to the residents.

Engineers- *(TEAMS) Texas Engineering and Mapping Service*

Project Manager- *Carlos Barillas*

281-491-2525

Water & Sanitary Improvements For Future FM 1484

Installed 1500lf 12" Waterline with 3 fire hydrants and two TS&V.

Installed 40lf of 16" Sanitary Sewer with 2 Manholes.

Engineer- *Montgomery County*

Project Manager- *Mark Mooney*

936-539-7833

Deer Park Fire Training Field Sanitary Line

Installed 150 lf of 6" Sanitary Sewer Line and one Manhole

Engineer- *City of Deer Park*

Project Manager- *Fred Beck*

281-478-7270

Ponderosa Fire Station Waterline & Sanitary

Installed 600 LF of 12" Water and 300lf of Sanitary lines

Engineer- *Jones and Carter*

Project Manager- *Jonthan White*

281-398-3040

Silver Grove at Riverstone Water Sanitary & Drainage

Installed 1800 Lf Sanitary Sewer & 10 Manholes. Installed 1500lf of 24" to 36" RCP Storm Sewer. Installed 1500lf of 8" Waterline.

Engineer- *Costello*

Project Manager- *Brent Palermo*

713-783-7788



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City of Houston **M/DBE**
State of Texas **HUB**

Meadowhill Regional MUD 16-Inch Waterline Extension

Installed 265lf of 16" and 132lf of 8" Waterline by bore.

Engineer- *Pate Engineers*

Project Manager- *Jason Keeling*

713-462-3178

Waterline Extension Along Queenston Blvd

Installed 800lf of 12" Waterline & Bore 80lf of Ductile Iron Pipe with 2 Fire Hydrants.

Engineer- *Jones & Carter*

Project Manager- *Christopher "Kit" Neil*

713-777-5337

Katy Mills Waterline

Installed 7000LF 12 inch waterline open cut. 1200 Lf by Bore. 17 Fire Hydrants 8 valves and 5 TS&V.

Engineer- *Clay and Leyendecker*

Project Manager- *David Leyendecker*

281-391-0173

Water and Sanitary Along TC Jester and FM 2920

Installed 1000LF 12 inch Waterline and 1000LF of 8" Sanitary Crossed High Pressure Gas Line with both Services with Casing

Engineer- *Jones and Carter*

Project Manager- *Jonthan White*

Homestead Grade Separation

Installed 6500LF 8inch through 16inch waterline, Split casing on existing waterline with 30 wet connections and 3TS&V. Installed 3000LF of 8 through 10inch Sanitary Sewer with 17 Manholes.

Engineer- *Dannenbaum Engineering*

General Contractor- *Webber*

Project Manager- *Mac Delarosa*

832-731-1092



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City of Houston **M/DBE**
State of Texas **HUB**

Spring Skate Park

Installed 4000LF of 6" through 30" Storm Sewer with 2 outfalls and a 23foot deep lift station. Also installed 3000LF of 1" and 2" waterline.

Engineer- *Jones and Carter*

General Contractor- *SpawGlass*

Project Manager- *Ferdinand DeJesus/Linsey Baraud*

281-924-2845/713-539-0756

Contract Sheet

Bid 13-075

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 14⁶ day of August, 2013, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Statewide Services, Inc.
(company name)
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Water and Sanitary Sewer Facilities at Kitty Hollow Park** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 15 day of August, 2013.

Approved by Commissioners Court 8/6/2013

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Cam O'Dell Jr.
Signature of Contractor

By: CAMELL Allison Jr.
Printed Name and Title

of **Houston, Texas**

SureTec Insurance Company

(hereinafter called the Surety),

as Surety, are held and firmly bound unto **Fort Bend County**

(hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid**

Dollars (\$ 5% G.A.B.)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Installation of 4 Lift Stations Waterline and Sanitary Line Kitty Hollow Park

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **25th** day of **July**, **2013**

Statewide Services, Inc.

Principal

By:

Title

SureTec Insurance Company

By

Justin McQuain, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman,
Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

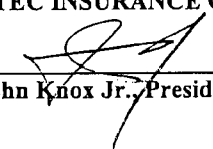
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

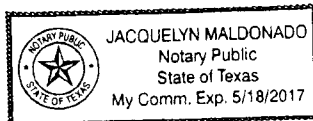
By: 
John Knox Jr., President

State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

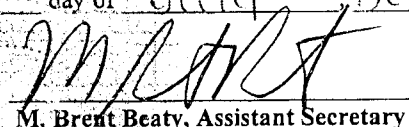




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of July, 2013, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

STATEWIDE

July 2, 2013

WATER AND SANITARY SEWER FACILITIES
KITTY HOLLOW PARK

Huitt-Zollars, Inc.

BID SCHEDULE

Item No.	Approx. Quant.	Meas. Unit	Item Description with Unit Bid Price Written in Words	Unit Price	Total Bid
PREPARATION, BONDS AND INSURANCE					
01	1	JOB	Site preparation shall be considered incidental to the various items and no separate payment will be made for site preparation	\$ 0.00	\$ 0.00
02	1	LS	Mobilization, Performance and Maintenance Bond, Payment Bond and Insurance; at <u>Nineteen Thousand</u> Dollars and <u>No</u> Cents per lump sum.	\$ <u>19,000</u>	\$ <u>19,000.00</u>
03	1	LS	Clearing and Grubbing; at <u>Eleven Thousand</u> Dollars and <u>No</u> Cents per lump sum.	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
PREPARATION, BONDS AND INSURANCE SUBTOTAL				\$ <u>30,000.00</u>	
SANITARY SEWER SYSTEM					
04	3	EA	Simplex Grinder Pump Lift Station Including Fiberglass Wet Well, Water Tight Hatch Cover, Pump, Rails, Piping, Check Valve, Plug Valve, Controls, Electrical, Electrical Cabinets, Grounding, Foundations, Slab, Conduit, Conductors, Breakers, Connection to Existing Electrical, Etc., Complete And Ready for Use, at <u>Twenty Seven Thousand</u> Dollars and <u>No</u> Cents per each.	\$ <u>27,000.00</u>	\$ <u>27,000.00</u>
05	3,655	LF	1-1/4" PVC Force Main (Schedule 80) including Fittings, Bedding and Backfill (Schedule 80), at <u>Fourteen</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>14.00</u>	\$ <u>51,170.00</u>

July 2, 2013

WATER AND SANITARY SEWER FACILITIES
KITTY HOLLOW PARK

Huitt-Zollars, Inc.

BID SCHEDULE

Item No.	Approx. Quant.	Meas. Unit	Item Description with Unit Bid Price Written in Words	Unit Price	Total Bid
06	1,910	LF	1-1/2" PVC Force Main (Schedule 80) including Fittings, Bedding and Backfill, at <u>Fifteen</u> Dollars and <u>10</u> Cents per linear foot.	\$ <u>15.00</u>	\$ <u>28,650.00</u>
07	195	LF	1-1/4" PVC Force Main in Augered Hole (Schedule 80), at <u>Fifty Three</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>53.00</u>	\$ <u>10,335.00</u>
08	140	LF	1-1/2" PVC Force Main in Augered Hole (Schedule 80), at <u>Fifty Three</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>53.00</u>	\$ <u>7,420.00</u>
09	420	LF	4" PVC SDR 35 Sanitary Sewer Including fittings, bedding and backfill at <u>Thirty</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>30.00</u>	\$ <u>12,600.00</u>
010	1,075	LF	6" PVC SDR 35 Sanitary Sewer Including fittings, bedding and backfill at <u>Thirty One</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>31.00</u>	\$ <u>33,325.00</u>
011	220	LF	4" PVC SDR 35 Sanitary Sewer in Augered Hole, at <u>Sixty Three</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>63.00</u>	\$ <u>13,860.00</u>

July 2, 2013

WATER AND SANITARY SEWER FACILITIES
KITTY HOLLOW PARK

Huitt-Zollars, Inc.

BID SCHEDULE

Item No.	Approx. Quant.	Meas. Unit	Item Description with Unit Bid Price Written in Words	Unit Price	Total Bid
012	125	LF	6" PVC SDR 35 Sanitary Sewer in Augered Hole, at <u>Ninety</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>90.00</u>	\$ <u>11,250.00</u>
013	3	EA	4' Diameter Sanitary Sewer MH, at <u>Thirty Three Hundred</u> <u>Fifty</u> Dollars and <u>No</u> Cents per each.	\$ <u>3,350.00</u>	\$ <u>10,050.00</u>
014	1	EA	Connect Proposed Sanitary Sewer Force Main to Existing Manhole, at <u>Twelve Hundred Fifty</u> Dollars and <u>No</u> Cents per each.	\$ <u>1,250.00</u>	\$ <u>1,250.00</u>
015	905	LF	Trench Excavation Safety Systems, at <u>One</u> Dollars and <u>No</u> Cents per linear foot.	\$ <u>1.00</u>	\$ <u>905.00</u>
016	1	JOB	All sanitary sewer force main and gravity sanitary sewer line fittings and restrained joints shall be considered incidental to the various items and no separate payment will be made.	\$ <u>0.00</u>	\$ <u>0.00</u>
SANITARY SEWER SUBTOTAL				\$ <u>261,815.00</u>	

July 2, 2013

WATER AND SANITARY SEWER FACILITIES
JIMMY HOLLOW PARK

Huitt-Zollars, Inc.

BID SCHEDULE

Item No.	Approx. Quant.	Meas. Unit	Item Description with Unit Bid Price Written in Words	Unit Price	Total Bid
WATER DISRIBUTION SYSTEM					
017	7,100	LF	2-1/2" PVC Waterline (Schedule 80), at <u>SEVENTEEN</u> Dollars and <u>NO</u> Cents per linear foot.	\$ <u>17.00</u>	\$ <u>120,700.00</u>
018	205	LF	2-1/2" PVC Waterline (Schedule 80) In Augered Hole, at <u>Fifty Five</u> Dollars and <u>NO</u> Cents per linear foot.	\$ <u>55.00</u>	\$ <u>11,275.00</u>
019	55	LF	1" PVC Waterline (Schedule 80) in Augered Hole, at <u>Fifty Four</u> Dollars and <u>NO</u> Cents per linear foot.	\$ <u>54.00</u>	\$ <u>2,970</u>
020	1	EA	12" x 1" Tapping Sleeve and Valve, at <u>One Thousand</u> Dollars and <u>NO</u> Cents per each.	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
021	1	JOB	All water line fittings and restrained shall be considered incidental to the various items and no separate payment will be made.	\$ 0.00	\$ 0.00
WATER DISTRIBUTION SUBTOTAL				\$	<u>135,945.00</u>
TOTAL BID (Include all items above)				\$	<u>427,760.00</u>

END OF SECTION

Client#: 26734

STATSERV

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2013

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

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

PRODUCER Dean & Draper Ins. Agcy., LP 3131 West Alabama 4th Floor Houston, TX 77098	CONTACT NAME: Tami G Rushing PHONE (A/C, No, Ext): 713 527-0444 FAX (A/C, No): 713 527-0457 E-MAIL ADDRESS: trushing@deandraper.com																					
INSURED Statewide Services, Inc. Statewide Tree Services, Inc. 6819 Cadillac Houston, TX 77021	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Allied Property & Casualty Ins</td><td></td></tr> <tr> <td>INSURER B:</td><td>Texas Mutual Ins. Co.</td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied Property & Casualty Ins		INSURER B:	Texas Mutual Ins. Co.		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INER LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			ACP7205510831	04/18/2013	04/18/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Deductible \$5,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			ACP7205510831	04/18/2013	04/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS						
A	UMBRELLA LIAB			ACP7205510831	04/18/2013	04/18/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 DED <input type="checkbox"/> RETENTION \$
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001243760	10/11/2012	10/11/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				


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

The general liability policy includes a blanket additional insured, primary and non-contributory and waiver of subrogation endorsements that provides automatic additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The automobile policy includes a blanket automatic additional insured and waiver of subrogation endorsement (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County 301 Jackson Ste 201 Richmond, TX 77469	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 
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DESCRIPTIONS (Continued from Page 1)

that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The workers compensation policy includes a blanket waiver of subrogation endorsement that provides automatic status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.



WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

WC 42 03 04 A

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

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

2. Operations: ALL TEXAS OPERATIONS

3. Premium

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

4. Advance Premium SEE ENDORSEMENT WC 99 03 01, GENERAL CHANGE FORM.

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 February 8, 2013 at 12 01 A.M. standard time, forms a part of

Policy No TSF-0001243760 20121011 of the Texas Mutual Insurance Company

issued to STATEWIDE SERVICES INC

DBA: STATEWIDE TREE SERVICES

Premium \$ 60.00

Endorsement No. 3

Authorized Representative

WC420304A (ED. 1-01-2000)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT COMMERCIAL CONTRACTORS COVERAGE

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. The written contract or written agreement must be:
1. Valid and legally enforceable;
 2. Currently in effect or becoming effective during the term of this policy; and
 3. Executed prior to an "occurrence" resulting in "bodily injury", "property damage", or "personal and advertising injury."
- B. The insurance provided to the additional insured is further limited as follows:**
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. If we insured the Named Insured for more than one annual policy period.
 - a. Only the policy in effect at the time the "bodily injury", "property damage", or "personal and advertising injury" first occurs will apply;
 - b. "Bodily injury", "property damage", or "personal and advertising injury", first occurs when it is initially discovered by any person;
 - c. Any continuation, progression, change or resumption of "bodily injury", "property damage", or "personal and advertising injury" will be deemed to be one occurrence;
 - d. Our limit of liability will not exceed the Limits of Insurance for one annual policy period.
 4. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond the period of time required by the written contract or written agreement.
 5. The insurance provided to the additional insured does not apply to:
 - a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities

- c. Defects in design or specifications furnished by the additional insured or its "employees".
- 6. We have no duty to defend or indemnify an additional insured under this endorsement:
 - a. For any liability due to negligence attributable to any person or entity other than the Named Insured. This provision includes any sole negligence or willful misconduct on the part of the additional insured or its "employees".
 - b. For any loss which occurs prior to our Named Insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**.
- C. With respect to the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
 - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

An additional insured under this endorsement will as soon as practicable:

 - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance;
 - 2. With respect to the coverage provided under this endorsement, Condition 4. **Other Insurance** is replaced by the following:
 - a. **Primary Insurance**

This insurance is primary if you have agreed in a written contract or written agreement:

 - (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured's own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability
 - (e) That is any other insurance available to an additional insured under this endorsement covering liability for damages arising out of the premises or operations, or products and completed operations, for which the additional insured has been added as an additional insured by that other insurance.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends,

we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance available to the additional insured 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 available to the additional insured 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.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LOST KEY COVERAGE

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

Limit of Insurance - The most we will pay for "loss" arising out of any one "occurrence" is \$5,000.

SECTION V DEFINITIONS is amended as follows:

The following definition applies to Lost Key Coverage:

"Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities.

VOLUNTARY PROPERTY DAMAGE

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

Limit of Insurance - The most we will pay for "loss" arising out of any one "occurrence" is \$500.

SECTION V – DEFINITIONS is amended as follows:

The following definition applies to Voluntary Property Damage coverage:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

NON-OWNED WATERCRAFT

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

- g. **Aircraft, Auto Or Watercraft (2) (a)** is replaced with:

(a) Less than 51 feet long; and

EXPANDED PROPERTY DAMAGE COVERAGE

For the purposes of this endorsement only:

SECTION 1 – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

- a. Exclusions j.(3), j.(5), and j.(6) are deleted in their entirety.
- b. Exclusion j.(4) is deleted in its entirety and replaced by the following:
Personal property in the care custody or control of the insured:
 1. for storage or sale at premises you own, rent or occupy; or
 2. while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
- c. The following exclusions are added:
 1. The coverage provided by this endorsement does not apply to "property damage" arising out of the disappearance or loss of use of personal property.
 2. The coverage provided by this endorsement does not apply to "property damage" included in the "products-completed operations hazard".

Limit of Insurance - The most we will pay for "property damage" provided by this coverage in any one "occurrence" is \$5,000.

Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

This insurance is excess over any other valid and collectible insurance.

DAMAGE TO PREMISES RENTED TO YOU

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph of 2. Exclusions of is replaced by the following:

If **Damage to Premises Rented to You** is not otherwise excluded, exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III-Limits of Insurance.

SECTION III - LIMITS OF INSURANCE, paragraph 6 is replaced with:

6. 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 "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$300,000.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. **Other Insurance**, b. **Excess Insurance** (1) (a) (ii) is replaced with:

- (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

SUPPLEMENTARY PAYMENTS

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

1. 1. b. replaced with:

- b. Up to \$2,500 for 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. 1. d. replaced with:

- 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.

NEWLY FORMED AND ACQUIRED ORGANIZATIONS

SECTION II - WHO IS AN INSURED is amended as follows:

1. 3. a. is replaced with:

- a. 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;

ADDITIONAL INSURED - WHEN REQUIRED IN AN AGREEMENT OR CONTRACT WITH YOU PRIMARY AND NON-CONTRIBUTORY

The following is added to SECTION II - WHO IS AN INSURED

4. Any person(s) or organization(s) with whom you have agreed in a valid written contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury".

The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

- a. **Lessors of Leased Equipment**

Maintenance, operation or use of equipment leased to you by such person or organization. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises

The ownership, maintenance or use of that part of the premises you own, rent, lease or occupy

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision - Permits

Operations performed by you or on your behalf for which the state or political subdivision has issued a permit

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors

"Bodily injury", "property damage" or "personal or advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions, or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "bodily injury", "property damage", or "personal or advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or survey services, including:

- (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities

- (2) "Bodily injury" or "property damage" occurring after:

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

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to paragraph 4 of SECTION II WHO IS AN INSURED, Condition 4. Other Insurance of Section IV - Commercial General Liability Conditions is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

(1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured's own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(e) That is any other insurance available to an additional insured under this endorsement covering liability arising out of the premises or operations, or products completed operations, for which the additional insured has been added as an additional insured by that other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance available to the additional insured 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 available to the additional insured 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.

EMPLOYEE BODILY INJURY TO ANOTHER EMPLOYEE

SECTION II – WHO IS AN INSURED The following Paragraph is added to 2.a.(1)

Paragraphs 2.a.(1)(a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

BROAD FORM NAMED INSURED

SECTION II – WHO IS AN INSURED The following Paragraph is added to 2.

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE The following paragraph is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

AGGREGATE LIMIT PER PROJECT

SECTION III – LIMITS OF INSURANCE The following paragraph is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your construction projects away from premises owned by or rented to you.

MEDICAL PAYMENTS

SECTION III – LIMITS OF INSURANCE. Paragraph 7. is replaced:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C – **Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

KNOWLEDGE OF AN OCCURRENCE

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

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in **Section IV – Conditions Paragraph 2.b.** will not be considered breached unless there is knowledge of occurrence as outlined in paragraph e. above.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARD

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS. 6. **Representations** is amended to include:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

CG 73 23 11 11

WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of Recovery Against Others to Us** is amended to include:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards".

LIBERALIZATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 10. **Liberalization** is added as follows:

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

BROADENED BODILY INJURY DEFINITION (MENTAL ANGUISH)

SECTION V - DEFINITIONS is amended as follows:

1. 3. "Bodily injury" is deleted and replaced with the following:

"Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

B. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the – COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage.

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of the LIABILITY COVERAGE SECTION.

- d. 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.

D. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Paragraph A.2.a. (2) of the LIABILITY COVERAGE SECTION is revised as follows:

- (2) Up to \$2,500 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.

E. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Paragraph A.2.a.(4) of the LIABILITY COVERAGE SECTION is revised as follows:

- (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. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

Paragraph B.5.A. Fellow Employee in the LIABILITY COVERAGE SECTION is replaced as follows:

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- 1. Paragraph B.6. Care, Custody or Control of the LIABILITY COVERAGE SECTION. does not apply to "property damage" to property, other than your property, up to an amount

not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of the - PHYSICAL DAMAGE COVERAGE SECTION:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1,8,61 or 68 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

I. EXPANDED TOWING COVERAGE

We will pay up to:

1. \$100 for a covered "auto" you own of the private passenger type, or
2. \$250 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

J. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under the - PHYSICAL DAMAGE COVERAGE SECTION of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";

- 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- 3) Security deposits not refunded by a lessor;
- 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
- 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

K. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4 a. of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

M. EXTRA EXPENSE — STOLEN AUTOS

The following paragraph is added to Section A.4. of the — PHYSICAL DAMAGE COVERAGE SECTION:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C.Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of — BUSINESS AUTO and MOTOR CARRIER CONDITIONS SECTIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT TEXAS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under the COVERED AUTOS SECTION, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching
5. Farm wagons or farm implements while being towed by a covered "auto".

B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of the COVERED AUTOS SECTION is replaced by the following:
 2. If Symbol(s) 7 or 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in the LIABILITY COVERAGE SECTION of the Coverage Form

D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion in the LIABILITY COVERAGE SECTION is replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree an initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

E. ADDITIONAL EXCLUSIONS

The following exclusions are added to the LIABILITY COVERAGE SECTION:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
 - 1) Employment;
 - 2) Investigation;
 - 3) Supervision;
 - 4) Reporting to the proper authorities, or failure to so report; or
 - 5) Retention;of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Professional Services

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

F. MOTOR HOME CONTENTS COVERAGE

1. For a covered "auto" that is a motor home the following exclusions are added to the PHYSICAL DAMAGE COVERAGE SECTION:

Motor Home Contents

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".
- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

Under Paragraph B.3.a. of the PHYSICAL DAMAGE COVERAGE SECTION, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

H. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under PHYSICAL DAMAGE COVERAGE SECTION, Paragraph C, Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
3. The cost of repairing or replacing may be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers.
4. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.
- I. GLASS REPAIR –WAIVER OF DEDUCTIBLE**
Under Paragraph D. Deductible of the PHYSICAL DAMAGE COVERAGE SECTION, the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.
- J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**
The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of the BUSINESS AUTO CONDITIONS SECTION and the MOTOR CARRIER CONDITIONS SECTION that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to:
- 1. You, if you are an individual
 - 2. A partner, if you are a partnership,
 - 3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
 - 4. A member, if you are a limited liability company.
- K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The BUSINESS AUTO CONDITIONS SECTION and MOTOR CARRIER CONDITIONS SECTION- B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

L. AUTOS HIRED OR RENTED BY EMPLOYEES

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

A. Changes In Liability Coverage

The following is added to the Who Is An Insured Provision in the LIABILITY COVERAGE SECTION:

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.

B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph 5.f. of the **Other Insurance** Condition in the Motor Carrier Coverage Form is replaced by the following:

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

- 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".

M. EMERGENCY LOCKOUT — PRIVATE PASSENGER VEHICLES

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

N. LIBERALIZATION

Paragraph 3 of the General Conditions is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100
Houston, Tx 77056
713-812-0800

TEXAS STATUTORY PAYMENT BOND **(Public Works)**

Bond No.: 4392557

KNOW ALL MEN BY THESE PRESENTS:

THAT, Statewide Services, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Fort Bend County (hereinafter called the Obligee), in the amount of Four Hundred Twenty Seven Thousand Seven Hundred Sixty And 00/100 Dollars (\$427,760.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the day of , 2013 for Construction of Water & Sanitary Sewer Facilities at Kitty Hollow Park for Fort Bend County, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of August, 2013.

Principal Statewide Services, Inc.

By: 

Surety: **SureTec Insurance Company**

By: 

Justin McQuain Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100
Houston, Tx 77056
713-812-0800

TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4392557

KNOW ALL MEN BY THESE PRESENTS:

THAT, Statewide Services, Inc. (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Fort Bend County (hereinafter called the Obligee), in the amount of Four Hundred Twenty Seven Thousand Seven Hundred Sixty And 00/100 Dollars (\$427,760.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the day of , 2013 for Construction of Water & Sanitary Sewer Facilities at Kitty Hollow Park for Fort Bend County, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of August, 2013.

Principal: Statewide Services, Inc.

By: _____

Surety: **SureTec Insurance Company**

By: _____

Justin McQuain Attorney-in-Fact

The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman,
Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

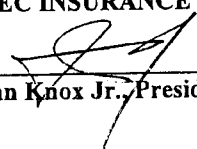
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

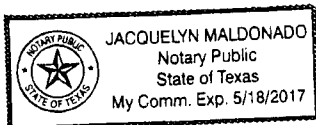
By: 
John Knox Jr., President


State of Texas
County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of August, 2013 A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0096. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.
