



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

**Vendor Information**

Debbie Kaminski, CPPB  
County Purchasing Agent

Office (281) 341-8640

Legal Company Name	Allgood Construction Co., Inc.	
Federal ID # or S.S. #	76-0135291	
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
Remittance Address	1702 Settegast Ranch rd	
City/State/Zip	Richmond, TX 77406	
Physical Address	1702 Settegast Ranch rd	
City/State/Zip	Richmond, TX 77406	
Phone/Fax Number	Phone: 281-499-9621	Fax: 281-261-5565
Contact Person	Sterling Moore	
E-mail	bidding@allgoodconst.com	
Check all that apply to the company listed above and provide certification number.	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB -Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise	Certification # _____ Certification # _____ Certification # _____ Certification # _____
Company's gross annual receipts	<input type="checkbox"/> <\$500,000	<input type="checkbox"/> \$500,000-\$4,999,999
	<input type="checkbox"/> \$5,000,000-\$16,999,999	<input checked="" type="checkbox"/> \$17,000,000-\$22,399,999
	<input type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).		
Signature of Authorized Representative		
Printed Name	Sterling Moore	
Title	President	
Date	December 12,2017	

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**

Contract Sheet  
Bid 18-029

THE STATE OF TEXAS  
COUNTY OF FORT BEND

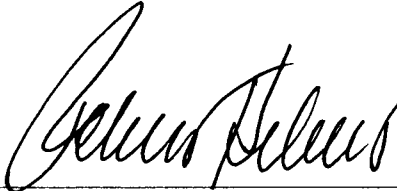
This memorandum of agreement made and entered into on the 12<sup>th</sup> day of December, 20 17, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Allgood Construction Co, Inc. (hereinafter designated Contractor).  
(company name)

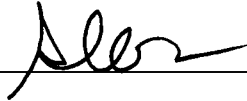
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Construction of Spring Green Boulevard Extension** 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.

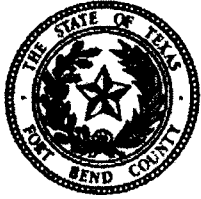
It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 12<sup>th</sup> day of December 20 17.

By:  Fort Bend County, Texas  
County Judge, **Robert Hebert**

By:   
Signature of Contractor

By: Sterling Moore, President  
Printed Name and Title



**COUNTY PURCHASING AGENT**  
Fort Bend County, Texas

Debbie Kaminski, CPPB  
County Purchasing Agent

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

December 8, 2017

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 18-029 – Construction of Spring Green  
Boulevard Extension for Fort Bend County Bond Project 13318

Addendum 1:

Attached is addendum 1 bid form issued by the engineer.

\*\*\*\*\*  
Immediately upon your receipt of this addendum, please fill out the following information and  
email this page to Norma Weaver at [norma.weaver@fortbendcountytexas.gov](mailto:norma.weaver@fortbendcountytexas.gov)

Allgood Construction Co, Inc.  
Company Name

Lennette Colon 12/8/17  
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

Jaime Kovar  
Jaime Kovar  
Assistant County Purchasing Agent

## 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Allgood Construction Co., Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exemption payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>1702 Settegast Ranch Rd</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Richmond, Texas 77406</b>	
7 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 generally 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																					
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7	6	-	0	1	3	5	2	9	1												

Note. If the account is in more than one name, see the instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <b>12/12/17</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
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, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: B18-029

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 76-0135291

Company Name submitting Bid/Proposal: Allgood Construction Co., Inc

Mailing Address: 1702 Settegast Ranch Rd, Richmond TX 77406

Are you registered to do business in the State of Texas?  Yes  No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*	Property address or location**
9900-01-215-0003-901	1702 Settegast Ranch Rd. Richmond, TX 77406
6015-01-001-0240-901	6703 Whitthill Ln. Richmond, TX 77406
9410-06-006-0210-901	33007 Welney Ct. Fulshear, TX 77441
9410-06-006-0220-901	33011 Welney Ct. Fulshear, TX 77441
9410-06-006-0230-901	5006 Westerdale Dr. Fulshear, TX 77441

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes  No  If yes, attach a separate page explaining the debt.

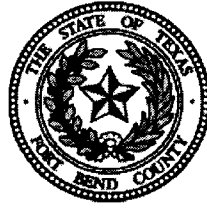
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Allgood Construction Co., Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[Company Name] [City and State]

**Mandatory Form**



**Contractor Acknowledgement of Stormwater Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**Allgood Construction Co., Inc.**

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in black ink, appearing to read "Sterling Moore", is written over a horizontal line.

Contractor Signature

12/12/17

Date

**Sterling Moore**

Printed Name

**President**

Title

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we **Allgood Construction Co., Inc.** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut** as Surety, hereinafter called the Surety, are held and firmly bound unto

**Fort Bend County**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**\$ 5% of G.A.B.** ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Construction of Spring Green Boulevard Extension.**

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

Signed and sealed this **12<sup>th</sup>** day of **December, 2017**

*Lynette Colon*  
(Witness)

**Allgood Construction Co., Inc.**  
(Principal) (Seal)  
{ *Alor* President  
(Title)

*Jessica M. Jackson*  
Jessica M. Jackson, Account Manager (Witness)

**Travelers Casualty and Surety Company of America**  
(Surety) (Seal)  
{ *Kelly J. Brooks*  
Kelly J. Brooks (Title) Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227687

Certificate No. 007243895

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. A. McClure, Kelly J. Brooks, Kenneth L. Meyer, and Michelle Ulery

of the City of Cypress, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12<sup>th</sup> day of December, 2017.

Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



UTILITY & PAVING CONTRACTOR

1702 SETTEGAST RANCH ROAD, RICHMOND, TX 77406

(281) 499-9621 TELEPHONE \* (281) 261-5565 FAX

### References

Gary Goessler  
Brown and Gay Engineering  
10777 Westheimer Rd.  
Ste. 400  
Houston, TX 77042  
281-488-8220

David Linedecker  
Clay & Linedecker  
1350 Ave. D.  
Katy, TX 77493  
281-391-0173

Ralph Saldana  
Costello Engineering  
990 Richmond Ave.  
Ste. 450 North Building  
Houston, TX 77042  
713-783-7788





## ADDITIONAL REMARKS SCHEDULE

AGENCY INSURICA TX Insurance Services, Inc.		NAMED INSURED Allgood Construction Company, Inc. 1702 Settegast Ranch Road Richmond, TX 77406 Ft. Bend	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Page 2 of 2

## GENERAL LIABILITY:

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – ON-GOING OPERATIONS (Manuscript MAN-CO 01/02):** Blanket Additional Insured When Required in a Written Contract – “any person or organization required by the written contract to be an additional insured on your policy but arising out of “your work”. Primary and Non-Contributory – This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS (Manuscript MAN-CO 01/02):** Blanket Additional Insured When Required in a Written Contract – “any person or organization required by the written contract to be an additional insured on your policy but arising out of “your work” for Completed Operations. Primary and Non-Contributory – This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory.

**UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE (GL-3085 09/11) AUTOMATIC WAIVER OF SUBROGATION** – If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization.

**AUTOMOBILE: DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE (CA2048 1013)** – Any person or organization for whom the named insured has agreed by written “insured contract” to designate as an additional insured to all the provisions and limitations of this policy; **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) (CA 04 44 1013)** – Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation; **Other Insurance** – any covered “auto” you own, this Coverage Form provides primary insurance for any liability assumed under an “insured contract”. **ADDITIONAL INSURED – SPECIFIC ENTITIES (A-2931 (11/99)** – Who is an Insured is changed to include as an “insured” the person or organization named in the endorsement. “This insurance will be Primary and/or Non-Contributory only if you have agreed in a written contract or written agreement executed prior to any loss.

**WORKERS COMPENSATION: Blanket Waiver** – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver (WC420304B).

**UMBRELLA / EXCESS:** Follows Form of Underlying.

**MANUSCRIPT ENDORSEMENT**

## MANUSCRIPT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - ONGOING OPERATIONS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION WHO IS REQUIRED BY WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON YOUR POLICY, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE PROJECT DESIGNATED IN THE CONTRACT, PERFORMED FOR AN ADDITIONAL INSURED AND WHICH OCCURRED DURING YOUR ONGOING OPERATIONS FOR THAT ADDITIONAL INSURED.

IF THE WRITTEN CONTRACT OR AN ADDITIONAL INSURED ENDORSEMENT REQUIRED BY THE WRITTEN CONTRACT REQUIRES THAT THE ADDITIONAL INSURED BE PROVIDED WITH COVERAGE FOR "BODILY INJURY" OR "PROPERTY DAMAGE" CAUSED SOLELY BY THEIR OWN NEGLIGENCE, THEN SECTION II - WHO IS AN INSURED CITED IMMEDIATELY ABOVE DOES NOT APPLY AND IS REPLACED BY:  
SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED ANY PERSON OR ORGANIZATION REQUIRED BY THE WRITTEN CONTRACT TO BE AN ADDITIONAL INSURED ON YOUR POLICY, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF "YOUR WORK" AT THE PROJECT DESIGNATED IN THE CONTRACT, PERFORMED FOR AN ADDITIONAL INSURED AND WHICH OCCURRED DURING YOUR ONGOING OPERATIONS FOR THAT ADDITIONAL INSURED.

REGARDLESS OF WHICH OF THE AFOREMENTIONED SECTION II - WHO IS AN INSURED AMENDMENTS IS APPLICABLE TO THE ADDITIONAL INSURED, THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED:

- 1) WILL ONLY APPLY IF THE WRITTEN CONTRACT REQUIRING ADDITIONAL INSURED COVERAGE WAS SIGNED INTO EFFECT BY YOU AND AN ADDITIONAL INSURED PRIOR TO ANY "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING FOR WHICH THIS COVERAGE IS SOUGHT; AND
- 2) WILL ONLY APPLY TO THE EXTENT NOT PROHIBITED BY THE LAW GOVERNING THE WRITTEN CONTRACT; AND
- 3) WILL NOT APPLY TO "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 "BODILY INJURY" OR "PROPERTY DAMAGE" ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR

**MANUSCRIPT ENDORSEMENT**

## MANUSCRIPT ENDORSEMENT

THE LIMITS OF INSURANCE APPLICABLE TO THE ADDITIONAL INSURED UNDER THIS ENDORSEMENT ARE THE MINIMUM LIMITS SPECIFIED IN THE WRITTEN CONTRACT REQUIRING THIS COVERAGE, OR AS STATED IN SECTION III - LIMITS OF INSURANCE OF THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM, WHICHEVER IS LESS. THESE LIMITS OF INSURANCE ARE INCLUSIVE OF AND NOT IN ADDITION TO THE LIMITS OF INSURANCE DESCRIBED IN SECTION III OF THAT FORM.

THIS INSURANCE IS EXCESS OF ALL OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED, WHETHER EXCESS, CONTINGENT OR ON ANY OTHER BASIS, UNLESS THE WRITTEN CONTRACT REQUIRES THIS INSURANCE TO BE PRIMARY. IN THAT EVENT, THIS INSURANCE WILL BE PRIMARY RELATIVE TO INSURANCE POLICY(S) WHICH DESIGNATE THE ADDITIONAL INSURED AS A NAMED INSURED AND WE WILL NOT REQUIRE CONTRIBUTION FROM SUCH INSURANCE IF THE WRITTEN CONTRACT ALSO REQUIRES THAT THIS INSURANCE BE NON-CONTRIBUTORY. BUT WITH RESPECT TO ALL OTHER INSURANCE WHICH THE ADDITIONAL INSURED QUALIFIES AS AN INSURED OR ADDITIONAL INSURED, THIS INSURANCE WILL BE EXCESS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies Insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an  in the box next to the caption of such provision.

- |  |   |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension                                   | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits  |
| B. <input type="checkbox"/> Contractors Automatic Additional Insured Coverage—Ongoing Operations                 | N. <input checked="" type="checkbox"/> Fellow Employee Coverage   |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation   | O. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work  |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal                               | P. <input checked="" type="checkbox"/> Care, Custody or Control   |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards                                 | Q. <input checked="" type="checkbox"/> Electronic Data Liability Coverage   |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment  | R. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage   |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage                    | S. <input checked="" type="checkbox"/> Automatic Additional Insureds—Managers or Lessors of Premises  |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination  | T. <input checked="" type="checkbox"/> Automatic Additional Insureds—State or Governmental Agency or Political Subdivisions—Permits or Authorizations |
| I. <input checked="" type="checkbox"/> Liquor Liability  | U. <input type="checkbox"/> Contractors Automatic Additional Insured Coverage—Completed Operations  |
| J. <input checked="" type="checkbox"/> Broadened Conditions  | V. <input checked="" type="checkbox"/> Additional Insured—Engineers, Architects or Surveyors  |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds—Equipment Leases                            |   |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts |   |

#### A. PARTNERSHIP AND JOINT VENTURE EXTENSION

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

The last full paragraph which reads as follows:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

**B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE -- ONGOING OPERATIONS**

**SECTION II -- WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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

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

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
  - a. If the Insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The Insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
  - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

**D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item A.2.b. of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

- A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item 9. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is deleted and replaced with the following:

**9. WHEN WE DO NOT RENEW**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

**E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**F. BROADENED MOBILE EQUIPMENT**

Item 12.b. of SECTION V - DEFINITIONS, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

**G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

Exclusion 2.e. of SECTION I, COVERAGE B is deleted.

**H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item 14. of SECTION V - DEFINITIONS, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item 2. Exclusions of SECTION I, COVERAGE B, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any Insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

#### I. LIQUOR LIABILITY

Exclusion 2.c. of SECTION I, COVERAGE A, is deleted.

#### J. BROADENED CONDITIONS

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, are deleted and replaced with the following:

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. 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 any Insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

#### K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional Insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
  - a. Property owned, used or occupied by or rented to the additional insured; or
  - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS**

Item 9. of SECTION V - DEFINITIONS , is deleted and replaced with the following.

9. "Insured Contract" means:
  - 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 damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies SECTION III - LIMITS OF INSURANCE .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the Insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction 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 Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the Insured becomes legally obligated to pay as damages caused by an "occurrence" under SECTION I - COVERAGE A, and for all medical expenses caused by accidents under SECTION I - COVERAGE C :

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 Construction Project General Aggregate Limit.

C. 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 Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of SECTION III - LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to be applicable.

## N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of SECTION I, COVERAGE A, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the Insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the Insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item 2.a. (1)(a) of SECTION II - WHO IS AN INSURED , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

**O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK**

Exclusion I of SECTION I, COVERAGE A . is deleted and replaced with the following:

**I. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**P. CARE, CUSTODY OR CONTROL**

Exclusion 2.j.4 of SECTION I, COVERAGE A. is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the Insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**Q. ELECTRONIC DATA LIABILITY COVERAGE**

1. Exclusion 2.p. Electronic Data of **SECTION I, COVERAGE A**, is deleted and replaced with the following:
  - 2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.
2. The following definition is added to **SECTION V - DEFINITIONS**:
 

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
3. For the purposes of this coverage, the definition of "property damage" in **SECTION V - DEFINITIONS** is replaced by the following:
 

"Property damage" means:

  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
  - c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

**R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE**

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V--Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

**S. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OF PREMISES**

**SECTION II -- WHO IS AN INSURED** is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

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 additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**T. AUTOMATIC ADDITIONAL INSUREDS -- STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS -- PERMITS OR AUTHORIZATIONS**

**SECTION II -- WHO IS AN INSURED** is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily Injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily Injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

#### V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This Insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this Insurance will be primary relative to Insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other Insurance under which the additional Insured qualifies as an insured or additional Insured, this Insurance will be excess.

POLICY NUMBER:



COMMERCIAL AUTO  
CA 20 48 10 13

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Allgood Construction Company, Inc.

**Endorsement Effective Date:** 9/30/2017

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: [REDACTED]

COMMERCIAL AUTO  
CA 04 44 10 13

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

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Allgood Construction Company, Inc.

Endorsement Effective Date: 9/30/2017

**SCHEDULE**

Name(s) Of Person(s) Or Organization(s):

"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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

**ADDITIONAL INSURED - SPECIFIC ENTITIES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or
2. Any of your employees or agents; or
3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

**ADDITIONAL INSURED:**

THIS INSURANCE WILL BE PRIMARY AND/OR NON-CONTRIBUTORY ONLY IF YOU HAVE SO AGREED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO ANY LOSS.

## 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 9/30/17 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001118762 of Texas Mutual Insurance Company effective on 9/30/17

Issued to: ALLGOOD CONSTRUCTION CO INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/27/17



Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
<b>A Site Preparation &amp; Work Zone</b>						
1	Project Sign		EA	1	714.35	714.35
2	Clearing and Grubbing	102	AC	13	1,099.00	14,287.00
3	Mobilization		LS	1	<del>19,000.00</del>	<del>19,000.00</del>
4	Traffic Control	671	MO	5	3,531.09	17,655.45
5	WZ Pav Mtk (W) (4 In) (Brt)	665	LF	1,310	0.60	786.00
6	WZ Pav Mtk (W) (4 In) (Sid)	665	LF	1,075	0.60	645.00
7	WZ Pav Mtk (W) (4 In) (Dot)	665	LF	200	1.15	230.00
8	WZ Pav Mtk (Y) (4 In) (Sid)	665	LF	3,250	0.60	1,950.00
9	WZ Pav Mtk (W) (8 In) (Sid)	665	LF	370	1.21	447.70
10	WZ Pav Mtk (W) (8 In) (Dash)	665	LF	320	1.26	403.20
11	WZ Pav Mtk (W) (24 In) (Sid)	665	LF	300	3.63	1,089.00
12	WZ Pav Mtk (Y) (24 In) (Sid)	665	LF	110	3.63	399.30
<b>Subtotal of A</b>						<del>157,697.90</del>
						132,607.00
<b>B Removals</b>						
1	Remove Existing Pavement	104	SY	3,768	1.98	7,460.64
2	Remove Structure (Inlet)	495	EA	2	494.55	989.10
3	Remove Structure (Pipe)	465	LF	234	10.99	2,571.66
4	Remove Structure (Manhole)	495	EA	1	494.55	494.55
<b>Subtotal of B</b>						11,515.95
<b>C Roadway</b>						
1	Roadway Excavation	110	CY	4,950	8.24	40,788.00
2	Embankment	132	CY	4,200	3.85	16,170.00
3	Flex Base (10")	TX247	SY	1,590	27.48	43,693.20
4	HMAC (Asphalt Transition)	340	TON	385	102.21	39,350.85
5	Black Base (Asphalt Transition)	250	TON	663	101.11	67,035.93
6	HMAC (Temporary)	340	TON	241	102.21	24,632.61
7	Black Base (Temporary)	250	TON	1,047	101.11	105,862.17
8	Lime (6%)	221	TON	530	176.94	93,778.20
9	Lime Stabilized Subgrade	220	SY	23,300	2.42	56,386.00

Vendor to Initial Here: SM

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
10	Concrete Pavement (8 In)	360	SY	21,170	39.97	846,164.90
11	Concrete Driveways	530	SY	92	65.94	6,066.48
12	Asphalt Driveways	340	SY	177	65.94	11,671.38
13	Concrete Pavers	530	SY	370	74.18	27,446.60
14	Monolithic Curb & Gutter	530	LF	355	6.04	2,144.20
15	Reinforced Concrete Curb	530	LF	11,145	2.42	26,970.90
16	Doweled Curb	530	LF	180	5.50	990.00
17	Mountable Curb	530	LF	425	2.42	1,028.50
18	Concrete Sidewalk	530	SY	120	44.51	5,341.20
19	Pedestrian Ramps (Type 7)	530	EA	14	1,044.05	14,616.70
20	Pedestrian Ramps (Type 21)	530	EA	4	1,044.05	4,176.20
21	Colored Concrete	536	SY	122	71.44	8,715.68
				<b>Subtotal of C</b>		<b>1,443,029.70</b>
<b>D SWPPP</b>						
1	Stabilized Construction Access	724	SY	335	10.99	3,681.65
2	Inlet Protection Barrier - Stage 1	719	EA	22	49.46	1,088.12
3	Inlet Protection Barrier - Stage 2	741	EA	23	10.99	252.77
4	Hydro-Mulch Seeding	165	AC	5	1,373.75	6,868.75
5	Block Sod	162	LF	11,651	2.47	28,777.97
6	Reinforced Filter Fabric	713	LF	8,000	1.37	10,960.00
7	Rock Filter Dams	750	LF	40	27.48	1,099.20
				<b>Subtotal of D</b>		<b>52,728.46</b>
<b>E Illumination</b>						
1	Drill Shaft (Rdwy III Pole) (30 In)	TX416	LF	40	208.81	8,352.40
2	IN RD II AM (TY SA) 50T-8 (400W) S	TX610	EA	4	5,110.35	20,441.40
3	Conduit (PVC) (Schedule 80) (2 In)	TX618	LF	800	13.74	10,992.00
4	Electrical Conductor (No. 8) Bare	TX620	LF	535	1.37	732.95
5	Electrical Conductor (No. 8) Insulated	TX620	LF	1,070	2.47	2,642.90
6	Ground Box TY B (162922) With Apron	TX624	EA	2	1,428.70	2,857.40
7	ELC SRV TY A 240/480 60(SS)SS(E)GC(O)	TX628	EA	1	9,451.40	9,451.40
				<b>Subtotal of E</b>		<b>55,470.45</b>

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
<b>F Drainage</b>						
1	Channel Excavation	120	CY	6,200	8.24	51,088.00
2	Slope Paving	491	SY	425	93.42	39,703.50
3	Cone Box Culv (3 Ft x 2 Ft)	480	LF	862	160.01	137,928.62
4	Cone Box Culv (4 Ft x 2 Ft)	480	LF	673	184.74	124,330.02
5	Cone Box Culv (4 Ft x 3 Ft)	480	LF	403	207.78	83,735.34
6	Cone Box Culv (5 Ft x 4 Ft)	480	LF	603	272.43	164,275.29
7	Reinforced Concrete Pipe (Class III) (18 In)	460	LF	82	44.37	3,638.34
8	Reinforced Concrete Pipe (Class III) (24 In)	460	LF	1,520	56.48	85,849.60
9	Reinforced Concrete Pipe (Class III) (36 In)	460	LF	549	95.63	52,500.87
10	Reinforced Concrete Pipe (Class III) (48 In)	461	LF	16	155.84	2,493.44
11	Corrugated Metal Pipe (48 In)	461	LF	101	137.38	13,875.38
12	Trench Safety System (5 to 10 Feet)	429	LF	4,288	0.11	471.68
13	Type "C" Standard Manhole	471	EA	28	1,978.20	55,389.60
14	Type "A" Inlet	471	EA	1	1,362.76	1,362.76
15	Type "B-B" Inlet	472	EA	21	1,654.00	34,734.00
16	SET (TY ID) (18 In) (6:1)	462	EA	4	675.89	2,703.56
17	SET (TY ID) (24 In) (4:1)	463	EA	1	796.78	796.78
18	SET (TY ID) (36 In) (6:1)	463	EA	2	2,961.81	5,923.62
19	SET (TY ID) (24 In) (6:1)	463	EA	2	868.21	1,736.42
20	SET (TY ID) (48 In) (4:1)	463	EA	1	4,461.94	4,461.94
21	SET (TY D) (5'X4') (4:1)	463	EA	1	7,143.50	7,143.50
22	Conduit (PVC) (Schedule 80) (4 In)	TX618	LF	570	27.48	15,663.60
				Subtotal of F		889,805.86
<b>G Signing and Pavement Markings</b>						
1	Permanent Type III Barricade	670	EA	1	769.30	769.30
2	Painted Curb (Yellow)	660	LF	1,600	0.99	1,584.00
3	Aluminum Signs	624	EA	48	412.13	19,782.24
4	Pav Mkr TY I (W) (4 In) (Bk)	660	LF	1,420	0.60	852.00
5	Pav Mkr TY I (W) (4 In) (Dot)	660	LF	600	0.71	426.00
6	Pav Mkr TY I (W) (4 In) (Sid)	660	LF	1,750	0.60	1,050.00
7	Pav Mkr TY I (W) (8 In) (Sid)	660	LF	2,360	1.32	3,115.20
8	Pav Mkr TY I (W) (8 In) (Dot)	660	LF	370	1.43	529.10
9	Pav Mkr TY I (Y) (4 In) (Sid)	660	LF	2,740	0.60	1,644.00
10	Pav Mkr TY I (W) (24 In) (Sid)	660	LF	3,280	5.11	16,760.80

Item No.	Description	Spec. No.	Unit of Measure	Estimated Quantity	Unit Price	Total Price
11	Pav Mkt TY I (W) (24 In) (Dash)	661	LF	225	5.11	1,149.75
12	Pav Mkt TY I (Y) (24 In) (Sid)	660	LF	370	5.11	1,890.70
13	Pav Mkt TY I (W) (Arrow)	660	EA	19	131.88	2,505.72
14	Pav Mkt TY I (W) (Double Arrow)	660	EA	11	175.84	1,934.24
15	Pav Mkt TY I (W) (Word)	660	EA	17	159.36	2,709.12
16	Pav Mkt TY I (W) (36 In) (Yld Tr)	660	EA	66	82.43	5,440.38
17	4" Ref Pav Mark (TY ID) (C-R)	663	EA	285	4.12	1,174.20
18	4" Ref Pav Mark (TY ID) (A-A)	663	EA	330	4.12	1,359.60
19	4" Raised Traffic Button (White)	663	EA	171	3.85	658.35
20	4" Raised Traffic Button (Yellow)	663	EA	185	3.85	712.25
				Subtotal of G		66,046.95
<b>H Additional Items</b>						
1	Dewatering	436	LF	300	1.00	300.00
2	High Early Strength Concrete (8")	360	SY	350	55.00	19,250.00
3	Seal Slab	421	CY	110	1.00	110.00
4	Cement Stabilized Sand	433	TON	360	18.60	6,696.00
				Subtotal of H		26,356.00
				*** Grand Total (Items A-H)		<del>2,702,569.97</del>

2,077,500.37

\*Awarded vendor to submit a sample of specified items for inspection/approval by Engineering prior to order placement

\*\*The extra work items are to be used only on the instructions of the field engineer on the job. No compensation will be received for any part of these items unless they are actually used on the job under the direction of the field engineer. Any additional items required over and above those listed above will have to be secured on a change-in-contract and are not to be used until they have been approved by the County Auditor and/or Commissioner Court. The amount subtotal for extra work items is to be included in the grand total of this bid.

\*\*\*This figure should appear on the front cover of the Fort Bend County Bid Cover Sheet

# 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**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Allgood Construction Co., Inc.  
Richmond, TX United States

**Certificate Number:**  
2017-290093

**Date Filed:**  
12/04/2017

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

**Date Acknowledged:**

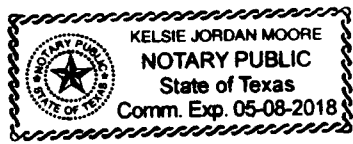
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
B18-029  
Construction of Spring Green Boulevard Extension.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sterling Moore, this the 12 day of December 2017, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*      Kelsie Moore      Accounting Manager  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**Date Acknowledged:**  
12/19/2017

**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.**  
B18-029  
Construction of Spring Green Boulevard Extension.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath