

CITY OF  
**HURST ★ TEXAS**

City Council Staff Report

<b>SUBJECT:</b> Consider authorizing the city manager to enter into an Annual Residential Asphalt Overlay Program Service Contract with Reynolds Asphalt & Construction Company	
<b>Supporting Documents:</b>	
Bid Summary	<b>Meeting Date:</b> 6/11/2019 <b>Department:</b> Public Works <b>Reviewed by:</b> Greg Dickens <b>City Manager Review:</b>
<b>Background/Analysis:</b>	
<p>The City Council appropriates funds in the budget, on an annual basis, for the Residential Asphalt Overlay Program. The current annual contract expires the latter part of June.</p> <p>The FY2020 Residential Asphalt Overlay Program, for the street division, was bid as an annual contract that may be renewed, at the City's option, for four additional twelve-month periods.</p> <p>Five sealed bids for the FY2019 Annual Residential Overlay Program services were opened on May 1, 2019. Reynolds Asphalt &amp; Construction Company of Euless, Texas, submitted the lowest responsive bid of \$398,500.</p>	
<b>Funding Sources and Community Sustainability:</b>	
Funds are available in the Public Works regular operating budget. Undertaking these street improvements is directly representative of the Council's goals of <b>Financial Sustainability</b> and <b>Infrastructure</b> .	
<b>Recommendation:</b>	
Staff recommends City Council <b>authorize the city manager to enter into a Contract with Reynolds Asphalt &amp; Construction Company, as the primary vendor during the next 12 months, in an amount not to exceed \$400,000, with the option to renew for four additional 12-month periods.</b>	



## CITY OF HURST

### INVITATION TO BID

The City of Hurst is soliciting sealed bids to award an annual contract for the City's **Residential Asphalt Overlay Program**. The successful contractor will furnish/deliver and install asphalt to City locations as designated by the City whenever ordered during the year. The number of orders placed may vary and the quantities ordered may be greater or less than those listed in these specifications which are based on the City's best estimates.

The successful Contractor shall furnish all materials, labor, tools, equipment, incidentals, and public safety equipment necessary to complete this project as set forth in this Invitation to Bid.

Designate on the front, lower, left hand corner of your response envelope, the following:

**Bid Reference Number:** 19-006

**Subject:** Residential Asphalt Overlay Service

**Bid Closing Time:** May 1, 2019 at 10:00 AM

**Note:** Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

For Convenience at Bid Opening, Enter Total Quote on this Cover Page and Include in Sealed Response Envelope. (**Do Not** Place Quoted Prices on the Outside of the Envelope):

**Bidder's Name:** Reynolds Asphalt & Construction Co.

**Total Cost:** \$ 398,500.00  
(Also, Enter Amount in "Authority to Quote" Section)

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## **INSTRUCTIONS TO BIDDERS**

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Completed bids will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the bid submission deadline (closing time and date) as stated on the cover page. Bid responses received after the closing time and date cannot be accepted. Faxed responses or other electronically submitted bids cannot be accepted.

If you do not wish to bid at this time, please submit a "No Bid" by the same time and date at the same location as stated for bidding.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

3. **DEVIATIONS BETWEEN BID SPECIFICATIONS AND WORK PERFORMED**

The City reserves the right to perform a visual inspection and conduct engineering tests to verify compliance with all bid specifications and engineering standards for this type of work. Should the work fail to meet the bid specifications or engineering standards, the successful Bidder agrees that the City may elect to require specific performance by the successful Bidder at no additional cost to the City.

4. **SAMPLES**

Samples of items used in this project, when required, must be furnished free, and, if the Bidder has not requested the return of the samples within 30 days from the bid opening date, the samples may be disposed of by the City.

5. **ALTERING BIDS**

Bids cannot be altered, amended or withdrawn by the Bidder after the bid opening deadline. Any interlineations, alteration, or erasure made before this deadline, must be initialed by the signer of the bid, guaranteeing authenticity.

6. **MODIFICATIONS AND AMENDMENTS**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

7. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason. The City further reserves the right to accept or reject part or all of any specific bid or all bids and to accept or reject any trade-in.

8. **LATE BIDS**

The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.

9. **IDENTICAL BIDS**  
In the event of two or more identical low bids, the contract will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of Vernon's Texas Local Government Codes Annotated.
10. **PRICES HELD FIRM**  
All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid closing until contract execution unless otherwise specified by the City.
11. **PACKING, CRATING, AND CARTAGE**  
Not Applicable
12. **DESTINATION CHARGES**  
All materials and equipment used in this project shall be included in the Bidder's quote, including all travel and destination charges.
13. **TITLE/RISK OF LOSS**  
The risk of loss of the project shall not pass to the City until the City actually takes final acceptance of the project.
14. **CONTRACT COMPLETION DATE**  
A delivery or contract completion date is to be provided by the Bidder unless otherwise stated in the City's specifications. This date may, where time is of the essence, determine the contract award. Fees for delay may be assessed beginning on the first day following the maximum delivery or completion time as stated in the plans and specifications.
15. **DEVIATION FROM SPECIFICATIONS**  
Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.
16. **MODIFICATIONS AND AMENDMENTS**  
The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.
17. **UNIT PRICES AND EXTENSIONS**  
If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.
18. **WARRANTY**  
Guarantees and warranties should be attached as part of the bid as they may be a consideration in making the award.
19. **ASSIGNMENT**  
The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent.

Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

20. **BID AMBIGUITY**  
Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.
21. **CHANGE ORDERS**  
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.
22. **LIENS**  
The successful Bidder agrees to and shall indemnify and save harmless the City of Hurst against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's Supplier(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
23. **PATENT INDEMNITY**  
The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
24. **GRATUITIES/BRIBES**  
The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with the respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.
25. **RESPONSE FORM TO BE USED**  
Unless otherwise stated in these specifications, the bid quote must be submitted on the form provided. See Paragraph 37.
26. **SPECIAL TOOLS**  
No special tools are required for this bid.
27. **OPERATIONAL MANUALS and INFORMATION**  
If requested by the City, the Bidder shall provide descriptive literature for proper evaluation of any product quoted.
28. **SAFETY DATA SHEETS (SDS)**  
No SDS's are required for this bid.

29. **EMPLOYEE TRAINING**  
No employee training is required for this bid.

30. **DELIVERY DATE AND LOCATION**

The Bidder shall provide in the "Authority to Quote" section the maximum number of days to deliver the product after receipt of the City's order. This delivery period may determine the award. If the successful Bidder accepts the City's order, but does not deliver in the promised time, fees for delay may be assessed beginning on the first day following the promised delivery date.

The City will endeavor to give at least eight (8) hours' notice when ordering, but there may be circumstances that will preclude this prior notification. The City will expect the successful Bidder to honor this bid with prompt, reliable service without additional fees regardless of the length of the notification period.

All deliveries are to be F.O.B., destination, with all delivery charges to be prepaid by the Bidder. The City does not accept C.O.D. or collect shipments.

31. **DURATION OF AGREEMENT and PRICE ADJUSTMENTS**

The successful Bidder will be awarded a twelve (12) month agreement effective the date of award. Prices must not be increase for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, then from month-to-month until a new agreement is terminated. The items purchased under this agreement may be subject to a price increase at the time of renewal based on the current Producers Price Index or Employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the products or services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not the exceed 5%.

Price decrease are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

32. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the city to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

33. **PAYMENT and TAXES**

Payment to the successful Bidder will be as a lump sum payment after satisfactory receipt of the product, as determined by the City, and receipt of invoice or other billing instrument used by the successful Bidder. The City is exempt from Federal Excise and State Tax, therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

34. **WAGE RATES FOR CONSTRUCTION OF A PUBLIC WORK**

All bidders will be required to comply with Chapter 2258, Prevailing Wage Rates of Vernon's Texas Codes Annotated with respect to the payment of prevailing wage rates. This applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under the public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

A worker employed on a public work by or on behalf of the City shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The State of Texas has adopted the Federal Davis-Bacon wage rates for the use in Texas and the City pursuant to and in accordance with the Texas Government Code, Section 2258.022. You may access the U. S. Department of Labor web site at the following web address to obtain these rates to be used in Tarrant County:

[www.access.gpo.gov/davisbacon/index.html/](http://www.access.gpo.gov/davisbacon/index.html/)

It shall be the responsibility of the successful bidder to obtain the proper wage rates from this site for Tarrant County for the type of work defined in these bid specifications.

35. **BRAND or MANUFACTURER'S REFERENCE**

The City of Hurst has determined that any brand name listed in the specifications meets the City's needs. This manufacturer's reference is not intended to be restrictive, but descriptive of the type and quality the City desires to purchase. Quotes for similar manufactured products of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The city reserves the right to determine products of equal value.

Bidders will not be allowed to make unauthorized substitutions after award is made.

36. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst, may desire, but are not obligated, to purchase goods or services defined in this solicitation from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each



governmental entity will place their own orders with successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

Yes, Others can purchase;       No, Only the City of Hurst can purchase

37. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bids specifications:

City Newspaper Advertisement;       PublicPurchase.com  
 City Mailed Me a Copy;       Cold Call to the City  
 City's Web Site       Other: \_\_\_\_\_

38. **COMMENCEMENT OF WORK**

The successful Bidder will notify the City 24 hours prior to beginning work.

39. **FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

40. **STANDARD FORM OF AGREEMENT**

The successful Bidder shall agree to use the City's "Standard Form of Agreement". See sample attached.

41. **REFERENCES**

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has provided this or a similar service. List the references on Attachment I.

42. **CLAIMS and DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to withhold a sum from the next payment due the Contractor or its final payment equal to a reasonable sum equivalent to the claim. In the event the Contractor continues its failure to assist and cooperate with its insurance company for a period of thirty (30) days after the City notifies it that the City has withheld such amount, the City reserves the right and option to resolve and settle the claim with said funds. Any funds in excess of the amount necessary to settle the claim shall be paid to the Contractor.

43. **VIDEO TAPE OF PRE-EXISTING CONDITIONS**

At the City's request, the successful Bidder agrees to video tape, to the City's satisfaction, the property site, and its adjacent areas, prior to the beginning of site preparation or construction. A copy of this tape shall be given to the City for its records.

44. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. **FUNDING OUT**

The continuation of this annual agreement with the successful bidder is contingent, in part, upon the continued availability of appropriations.

46. **EXCESS OR INCORRECT QUANTITIES**

Materials delivered in error or in excess of the quantity ordered may, at the City's option, be returned at the Bidder's expense.

47. **NUMBER OF BIDS TO SUBMIT TO THE CITY**

Submit one original and one copy of your bid to the City. Please note on the front page which one is the original bid.

48. **SPECIFICATION CLARIFICATION**

For clarification to these specifications, call the City's Streets Division at (817) 788-7202 or Risk/Purchasing at (817) 788-7017.

## **BONDS, INSURANCE, and INDEMNITY**

### **BONDS**

#### **Bid Bonds**

All bids shall be accompanied by a bid bond and power of attorney issued by a corporate surety authorized (licensed) to do business in the State of Texas and acceptable to the City in the amount of 5% of the total maximum bid as guarantee that the bidder will enter into a contract and execute performance, payment, and (if required) maintenance bonds within ten (10) days after notice of award of contract. In lieu of a bid bond, the City will accept a cashier's check issued on a national or state bank.

#### **Performance, Payment, and Maintenance Bonds**

The successful bidder must furnish performance, payment, and maintenance bonds with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City. The maintenance bond shall be in effect for a period of two (2) years after final acceptance of the work.

**NOTE:** Performance, payment, and maintenance bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

### **INSURANCE**

The successful Bidder shall meet the minimum insurance requirements as defined in Attachment II.

### **INDEMNITY**

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless to the extent authorized by law against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of the performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

## **SPECIFICATIONS**

**1. ESTIMATED ANNUAL QUANTITIES**

The City estimates that it will replace approximately 40,000 SY of asphalt paving a year. These estimated quantities are based upon the best available information. The City reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price.

**2. MINIMUM QUALITY SPECIFICATIONS**

All products quoted must be in full compliance with acceptable portions of the latest edition of Texas Highway Standard Specifications.

**3. DELIVERY LOCATION**

All deliveries are to be made to the following address:

Streets Division  
Various locations within Hurst  
City of Hurst Service Center  
2001 Precinct Line Road  
Hurst, TX 76054

### AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price of:

The following quote includes the cost of all labor, materials, incidentals, tools, and safety equipment.

As Primary Supplier

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
1.	Furnish and Install NEW 2-Inch H.M.A.C. Surface Course (Type "D")	\$ 9.80	40,000 SY	\$ 392,000.00
2.	Raise Existing Rings and Covers to New Pavement Grade, To Include Concrete and H.M.A.C. (All Depths)	\$ 400.00	10 Each	\$ 4,000.00
3.	Raise Existing Water Valve Stacks and Covers to New Pavement Grade, to Include Concrete and H.M.A.C. (All Depths)	\$ 250.00	10 Each	\$ 2,500.00
TOTAL (Also, place this total on the cover page)				\$ 398,500.00

WE AGREE TO SERVE AS A SECONDARY SUPPLIER IF NOT SELECTED AS THE PRIMARY SUPPLIER..... [✓] YES; [ ] NO.

Bidder/Company Name: Reynolds Asphalt & Construction Co.

Authorized Representative: Neal Tankersley

Signed: Neal Tankersley

Title: Vice President

Address: P.O. Box 320

City, State & Zip: Euless, TX 76039

Telephone: (817) 267-3131

Fax #: (817) 267-1878

E-Mail Address: ntankersley@reynoldrasphalt.com

Date: May 1, 2019

Estimated Number of Days to Begin Work After Receipt of City's Proceed Letter: 10

Warranty (Please Describe): 2 year Maintenance Bond  
on material and workmanship

# ATTACHMENT I

## REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the Bidder has sold and maintained this or a similar product.

Company Name: City of Wylie

Address: 949 Hensley Lane Wylie, TX 75098

Contact Person: Tim Hopwood

Telephone #: (972) 442-7588

Project Awarded by Reference: \_\_\_\_\_

Company Name: City of Grand Prairie

Address: 1821 S. Hwy 161 Grand Prairie, TX 75051

Contact Person: Leland Miller

Telephone #: (972) 237-8529

Project Awarded by Reference: \_\_\_\_\_

Company Name: City of Farmers Branch

Address: 13000 William Dutton Pkwy Farmers Branch, TX 75234

Contact Person: Gary Spoerl

Telephone #: (972) 919-2615

Project Awarded by Reference: \_\_\_\_\_

## ATTACHMENT II

### INSURANCE

**SECTION A.** Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.**

### INSURANCE COVERAGE REQUIRED

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory  \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.



	TYPE	AMOUNT
3.	<b>Comprehensive Automobile</b> insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

### ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

### REQUIRED PROVISIONS

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life

of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;

- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

### NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Streets Division  
City of Hurst Public Works Department  
2001 Precinct Line Road  
Hurst, TX 76054

Risk/Purchasing  
City Hall  
1505 Precinct Line Road  
Hurst, TX 76054

**SECTION D.** Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**WORKERS' COMPENSATION INSURANCE  
FOR  
BUILDING OR CONSTRUCTION PROJECTS**

**TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110**

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As required by the Texas Workers' Compensation Commission Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

**Workers' Compensation Insurance Coverage**

**A. Definitions:**

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

Duration of the Project – includes the time from the beginning of the work on the project until the Contractor's/Person's work on the project has been completed and accepted by the City of Hurst.

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

- B.** The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the City of Hurst prior to being awarded the contract.
- D.** If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Hurst showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Hurst:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the City of Hurst will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
  - (2) Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) A Certificate of coverage prior to the other person beginning work on the project; and
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;
  - (6) Notify the City of Hurst in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Hurst that all employees of the Contractor who provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provision is a breach of contract by the Contractor which entitles the City of Hurst to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City of Hurst.

As defined by the Texas Labor Code, Chapter 269, Section 406.096 (e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

# ATTACHMENT III

## STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Reynolds Asphalt & Construction Company

of the City of Eules, County of Tarrant,

State of Texas (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

Residential Asphalt Overlay Service

Bid Reference Number: 19-006

### Article 2. CONTRACT TIME

2.1. This contract will begin on its execution and continue for twelve months. At the City's option this agreement may be renewed for four, additional 12-month periods.

2.2. OWNER and CONTRACTOR recognize that time is of the essence with this agreement and OWNER and CONTRACTOR agree that if the Work is not completed within the time mutually determined by the CONTRACTOR and OWNER, plus written extensions allowed by OWNER, that OWNER shall deduct \$100 a working day from the amount due CONTRACTOR for delay (but not as a penalty) for each day that expires after the time period set at the beginning of the project.

### Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR price as quoted in Contractor's bid plus additional work performed when authorized by OWNER.

#### **Article 4. PAYMENT PROCEDURES.**

4.1 Payment to CONTRACTOR will in one lump sum after satisfactory completion, and acceptance by the City, of the work defined in the contract documents and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt.

#### **Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

#### **Article 6. MISCELLANEOUS**

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less

such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

#### 6.4 CLEANUP:

##### **During Work**

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

##### **Final**

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

#### 6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person, that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices



- necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Electrician, etc., will be waived for required City permits.
- 6.7 **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.
- 6.8 **INSURANCE:** Prior to execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.9 **SAFETY:** CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.
- City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- 6.10 **CLAIMS and DAMAGES:** Any bodily injury or property damage to OWNER or third parties caused by CONTRACTOR, his employees, agents, or subcontractors must be resolved to OWNER's satisfaction prior to OWNER's release of CONTRACTOR's final payment.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between CONTRACTOR and OWNER concerning the work consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)
- 7.5 Bid, Performance, Payment, and Maintenance Bonds

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be effective on

the 12<sup>th</sup> day of June, 2014<sup>9</sup>

OWNER:

City of Hurst

1505 Precinct Line Road

Hurst, TX 76054

CONTRACTOR:

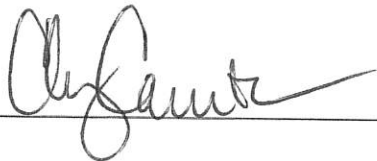
Name: Reynolds Asphalt & Constr. Co.

Address: P.O. Box 370

City: Euless, TX


State: Texas

Zip: 76039

By: 

Clay Caruthers  
(Print Name)

City Manager  
(Print Title)

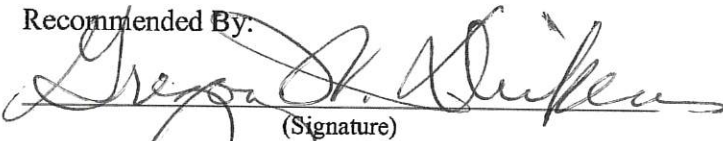
By: 

Ned Tankersley  
(Print Name)

Vice President  
(Print Title)

Seal (If Corporation)

Recommended By:

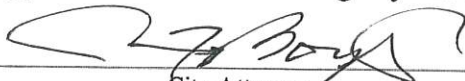


(Signature)

Greg Dickens  
(Print Name)

Executive Director of Public Works  
(Title)

Approved as to Form and Legality this 14<sup>th</sup> day of May, 2014<sup>9</sup>

  
City Attorney

**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF TARRANT

KNOWN ALL MEN BY THESE PRESENTS: That Reynolds Asphalt & Construction Company of the City of North Richland Hills, County of Tarrant and the State of Texas as Principal, and Colonial American Casualty and Surety Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held

and firmly bound unto The City of Hurst (Owner), in the penal sum of Two Hundred Fifty-Five Thousand, Eight Hundred Eighty-Eight Dollars & Ninety Cents Dollars (\$ 255,888.90) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

\*for Residential Asphalt Overlay Service; Bid Reference Number 19-006

NOW, THEREFORE THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed and covenanted by the Principal to be observed and conformed, and according to the true and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of (Article 5160) for Public Works)(Article 5472d for Private Work)\* of the Revised Civil Statutes of Texas as amended and all liabilities of this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawing accompany accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

\* Not applicable for federal work. See "The Miller Act" 40 U.S.C. S270

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REYNOLDS ASPHALT &  
CONSTRUCTION COMPANY  
Principal

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370  
Eules, Texas 76039

COLONIAL AMERICAN  
CASUALTY AND SURETY COMPANY  
Surety

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Parkway, Suite 800  
Addison, Texas 75001

The name and address of the Resident Agent or Surety is:

The Sweeney Company  
P.O. Box 8720  
Fort Worth, Texas 76124

**PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF TARRANT

Reynolds Asphalt &  
KNOWN ALL MEN BY THESE PRESENTS: That Construction Company of the  
City of North Richland Hills, County of Tarrant and the State  
of Texas as Principal, and Colonial American Casualty and Surety Company  
authorized under the laws of the State of Texas to act as surety on bonds for principals, are held  
and firmly bound unto the City of Hurst (Owner), in the penal  
Two Hundred Fifty-Five Thousand, Eight  
sum of Hundred Eighty-Eight Dollars & Ninety Cents Dollars (\$ 255,888.90 ) for  
the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS: the Principal has entered into a certain written contract with the Owner\*, dated the  
                     day of                     , 20    , to which contract is hereby referred to and  
made a part hereof as fully and to the same extent as if copied at length herein.

for Residential Asphalt Overlay Service; Bid Reference Number 19-006

NOW, THEREFORE THE CONDITIONS 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 void; otherwise  
to remain in full force and effect;

PROVIDED, HOWEVER, that this bond executed pursuant to the provisions of Article  
5160 for Public Works of the Revised Civil Statutes of Texas as amended and all liabilities of this  
bond shall be determined in accordance with the provisions of said Article to the same extent as if  
it were copied at length herein.

Surety, for value received, stipulates and agrees that no charge, extension of time, alteration  
or addition to the terms of the contract, or to the work performed thereunder, or the plans,  
specifications, or drawing accompany the same, shall in anyway affect its obligation on this bond,  
and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the contract, or to the work to be performed thereunder.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REYNOLDS ASPHALT &  
CONSTRUCTION COMPANY

Principal

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370

Eules, Texas 76039

COLONIAL AMERICAN  
CASUALTY AND SURETY COMPANY

Surety

By: Kyle W. Sweeney

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Parkway, Suite 800

Addison, Texas 75001

The name and address of the Resident Agent or Surety is:

The Sweeney Company

P.O. Box 8720

Fort Worth, Texas 76124

**MAINTENANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS:

THAT Reynolds Asphalt & Construction Company as PRINCIPAL, and  
Colonial American Casualty and Surety Company a CORPORATION organized under

the laws of Illinois, as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Hurst, a municipal corporation chartered by virtue of a Special Act of the Legislature of the State of Texas, at Hurst, Tarrant County,

Two Hundred Fifty-Five Thousand, Eight  
Texas, the sum of Hundred Eighty-Eight Dollars & Ninety Cents Dollars (\$255,888.90----- )  
for the payment of which sum will and truly to be made until said City of Hurst, its successors jointly and severally.

This obligation is conditioned, however, that whereas said Reynolds Asphalt & Construction Company has this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written contract with the said City of Hurst to build and construct the \_\_\_\_\_

Residential Asphalt Overlay Service; Bid Reference Number 19-006

in the City of Hurst, Texas, which contract and the Plans and Specifications therein mentioned adopted by the City of Hurst, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the plans and Specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do all necessary repairs that may arise on account of water leakage or otherwise, out of or arising from improper doing of the same, or on account of any defect arising in any parts of said work laid or constructed by the said CONTRACTOR, or on account of improper application or workmanship; and to respond to within five days and initiate repairs after proper notification of said repairs due to leakage, or otherwise, that may arise during the two (2) year period from the date of acceptance. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, it is agreed that the City may do said work and supply such materials, and charge the same against the said CONTRACTOR and SURETIES, on this obligation, and said CONTRACTOR and SURETIES hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provision of said contract.

NOW, THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default



shall be made by the said CONTRACTOR in the performance of this contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY of HURST shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and is further agreed that this obligation shall be continuing one against the PRINCIPAL and SURETIES, hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

Reynolds Asphalt &  
IN WITNESS WHEREOF, the said Construction Company has caused these presents to be executed by them; and the said Colonial American Casualty and Surety Company has caused these presents to be executed by its ATTORNEY-IN-FACT Kyle W. Sweeney and the said ATTORNEY-IN-FACT Kyle W. Sweeney has hereunto set his hand this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

REYNOLDS ASPHALT &  
CONSTRUCTION COMPANY

Principal

By: Ned Tankersley

Title: Ned Tankersley, Vice President

Address: P.O. Box 370

Eules, Texas 76039

COLONIAL AMERICAN  
CASUALTY AND SURETY COMPANY

By: Kyle W. Sweeney  
Surety

Title: Kyle W. Sweeney, Attorney-in-Fact

Address: 15303 Dallas Parkway, Suite 800

Addison, Texas 75001

The name and address of the Resident Agent or Surety is:

The Sweeney Company

P.O. Box 8720

Fort Worth, Texas 76124



## Texas Important Notice

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

**1-800-382-2150**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

**1-800-382-2150**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles D. SWEENEY, Kyle W. SWEENEY, Michael A. SWEENEY and Elizabeth GRAY, all of Fort Worth, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed; **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of March, A.D. 2019.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Dawn E. Brown*

*Assistant Secretary  
Dawn E. Brown*

*Vice President  
Robert D. Murray*

**State of Maryland  
County of Baltimore**

On this 8th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

*Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2019

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).

<b>PRODUCER</b> The Sweeney Company 1121 E. Loop 820 South P O Box 8720 Fort Worth TX 76124-0720	<b>CONTACT NAME:</b> Joyce Womack <b>PHONE (A/C, No, Ext):</b> (817) 457-6700 <b>E-MAIL ADDRESS:</b> Joyce@thesweeneyco.com	<b>FAX (A/C, No):</b> (817) 457-7246
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Reynolds Asphalt & Construction Company P.O. Box 370 Euless TX 76039	<b>INSURER A:</b> Valley Forge Ins Co	<b>NAIC #</b> 20508
	<b>INSURER B:</b> Am Cas Co of Reading, PA	20427
	<b>INSURER C:</b> Great American Insurance Co	16691
	<b>INSURER D:</b> Continental Casualty Co	20443
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			4028760229	5/8/2019	5/8/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> CONTRACTUAL, XCU						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CROSS LIAB, BFPD						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: \$2,000 DED PER PD OCC						\$
B	<b>AUTOMOBILE LIABILITY</b>			4028760232	5/8/2019	5/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> MCS90						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			TUU 1-23-12-47 - 03	5/8/2019	5/8/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC 4028760215	5/8/2019	5/8/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excluded Debbie Reynolds, Meto Miteff, Virginia Miteff						

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

Residential Asphalt Overlay Service; Bid Reference Number 19-006. WC, GL & auto include a blanket automatic waiver of subrogation endt & the GL, auto include a blanket automatic additional insured endt providing additional insured & waiver of subrogation status to the cert holder only when there is a written contract between the named insured & the cert holder that requires such status. The additional insured endts contain special primary & noncontributory wording. Umbrella follows form. The policies include an endt providing 30 days notice (10 days for nonpayment of premium) of cancellation to the cert holder.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF HURST  
 1505 PRECINCT LINE RD  
 HURST, TX 76054

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

Charles Sweeney/JOYCE

**BID BOND**  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Reynolds Asphalt & Construction Company

as Principal hereinafter called the Principal, and Colonial American Casualty and Surety Company  
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hurst, Texas

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid (5%)-----

Dollars (\$-----), 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 Residential Asphalt Overlay Program

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 \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2019

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Principal (Seal)

By: Ned Tankerlsey  
Ned Tankerlsey, Vice President Name/Title

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

Surety (Seal)

By: Kyle W. Sweeney  
Kyle W. Sweeney, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles D. SWEENEY, Kyle W. SWEENEY, Michael A. SWEENEY and Elizabeth GRAY, all of Fort Worth, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of March, A.D. 2019.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*  
*Assistant Secretary*  
*Dawn E. Brown*

*Robert D. Murray*  
*Vice President*  
*Robert D. Murray*

State of Maryland  
County of Baltimore

On this 8th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact, The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1<sup>st</sup> day of May, 2019.



*Brian M. Hodges*

Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056