

**BID CHECK RETURN AUTHORIZATION FORM**

**When submitting through Bonfire and electing to provide a cashier's check in lieu of a bid bond, the cashier's check must be physically dropped off in a sealed envelope referencing the Job No. before the due date at 1111 Fannin Street, 12<sup>th</sup> Floor, Houston, TX 77002.**

Offeror must complete this form and return through Bonfire submission. All bid checks must be for the required amount and be payable to Harris County, not payable to any individual.

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

1. we are an unsuccessful bidder, or
2. a performance bond, and payment bond, if required, has replaced the bid check, or
3. upon completion of contract.

  X   **Bid Bond Submission (Complete required information within Section A)**

       **Cashier's Check Submission (Complete required information within Section B)**

Bid for: 26/0025 - ITB - Channel Conveyance Improvements to Taylor Gully and Woodridge Stormwater Detention Basin for the Flood Control District (CDBG-MIT, GLO, TWDB, EPA)

Section A – Bid Bond Number   N/A  , Surety Name Liberty Mutual Insurance

Dated   02/16/2026  , in the amount of \$ 5% of the total bid amount

Section B – Cashier's Check Number \_\_\_\_\_ Drawn on \_\_\_\_\_

Bank of \_\_\_\_\_, Dated \_\_\_\_\_ in

the amount of \$ \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**For Use of County Clerk/Purchasing Agent Only:**

Date Check Mailed: \_\_\_\_\_ By: \_\_\_\_\_

Ledger Number: \_\_\_\_\_ Dept: \_\_\_\_\_





# POWER OF ATTORNEY

Certificate No: 8214792-974366

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chase McGraw; Glen Lopez; James Geerin; Kelly Michael Layman; Kirk C. Leadbetter; Kristy M. Konte; Tanya Lee Hutchison

all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 16th day of February, 2026.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

PERFORMANCE BOND

Pursuant to Texas Gov't Code §§ 2253.001, *et. seq.*, as amended

STATE OF TEXAS  
COUNTY OF HARRIS

KNOW ALL MEN BY THE PRESENTS:

That **Brice Construction & Design, LLC**, address: **16826 N. Eldridge Pkwy, Tomball, TX 77377**, phone: **(206) 966-9477** hereinafter called the Principal; and **Liberty Mutual Insurance Company**, address: **175 Berkeley Street, Boston, MA 02116**, phone: **(617) 357-9500**, a corporation; existing under and by virtue of the laws of the State of Massachusetts, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of Boston, State of Massachusetts, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (name): Corporation Service Company dba CSC-Lawyers Incorporating Service Company, address: 211 East 7th Street, Suite 620, Austin, TX 78701, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of **Twenty-nine million three hundred eighty-seven thousand six hundred fifty-four .00/Cents Dollars (\$29,387,654.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators executors successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 13<sup>th</sup> day of March 2026, to:

**Job No. 260025 Channel Conveyance Improvements to Taylor Gully and Woodbridge Stormwater Detention Basin for the Flood Control District (CDBG-MIT, GLO, TWDB, EPA)**

which contract is hereby referred to and made a part hereof as fully and to the same extent as fully and to the same extent as if copied at length herein.

The Principal and the Surety hereon each agree, bind and obligate himself and themselves to pay to the County of Harris, Texas, all loss or damage to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in said contract and agreement, and further agree, bind and obligate themselves to save and keep harmless the County of Harris from any and all damages expense and claims of every kind and character which the County of Harris may suffer directly or indirectly, as a result of the execution of the contract herein secured.

If the said Principal shall fail to comply with any of the contract to such an extent that it shall be forfeited or abandoned by him, or declared abandoned or suspended by the County, then said Surety shall have the right and privilege within five (5) days after the date of notice of such action from the County, to assume control of the contract and all work thereunder and to sublet or complete it in strict conformity with the provisions of said contract; and provided, further, that failure on the part of the Surety to do so within said five (5) days will work an immediate forfeiture of all right to thereafter assume control of the contract and the work thereunder. Failure of the County to give the Surety notice of any default neglect, or omission of the Principal shall not diminish the obligations of the Surety in any respect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Gov't Code §§ 2253.001, *et. seq.*, 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.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17<sup>th</sup> day of March, 2026.

Print Principal Name: Brice Construction & Design, LLC  
(Principal)

Authorized Signature By: \_\_\_\_\_

Liberty Mutual Insurance Company  
(Corporate Surety)

I certify that the Commissioner's Court approved this Bond on January 8, 2026.

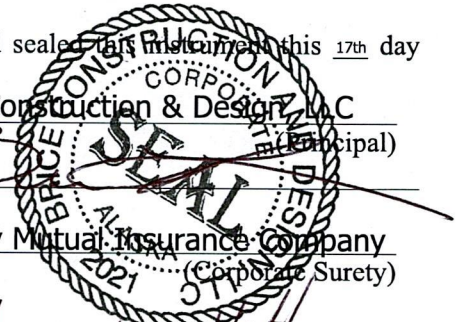
DocuSigned by:  
Lynda Mata  
0182387283AF43F  
Deputy County Clerk

Countersignature: Jay Lee Hutchison  
By: Jay Lee Hutchison  
Tanya Lee Hutchison, Attorney-in-Fact (Attorney-in-fact)

Agency Name: Marsh McLennan Agency

Address: 1031 W. 4th Avenue, Suite 400, Anchorage, AK 99501

Phone: (907) 276-5617



Texas Department of Insurance 1-800-578-4677

BOND NUMBER 023237781

PAYMENT BOND

Pursuant to Tex. Gov't Code §§ 2253.001, et. seq, as amended

STATE OF TEXAS §

COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

That Brice Construction & Design, LLC, address: 16826 N. Eldridge Pkwy, Tomball, TX 77377, phone: (206) 966-9477, hereinafter called the Principal; and Liberty Mutual Insurance Company, mailing address: 175 Berkeley Street, Boston, MA 02116, physical address: 175 Berkeley Street, Boston, MA 02116, phone: (617) 357-9500, a corporation; existing under and by virtue of the laws of the State of Massachusetts, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of Boston, State of Massachusetts, whose registered agent residing in the State of Texas, authorized to accept service in all suits and actions brought within said State, is (individual's name): Corporation Service Company dba CSC-Lawyers Incorporating Service Company, mailing address: 211 East 7th Street, Suite 620, Austin, TX 78701, physical address: 211 East 7th Street, Suite 620, Austin, TX 78701, phone: (512) 397-1550, hereinafter called Surety, are held and firmly bound unto the County of Harris, State of Texas, in the full sum of Twenty-nine million three hundred eighty-seven thousand six hundred fifty-four.00/Cents Dollars (\$29,387,654.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 13th day of March 2026, for:

Job No. 260025 Channel Conveyance Improvements to Taylor Gully and Woodbridge Stormwater Detention Basin for the Flood Control District (CDBG-MIT, GLO, TWDB, EPA)

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of, Texas Gov't Code §§ 2253.001, et. seq, , 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.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17th day of March, 20 26.

Accepted and Approved on behalf of Harris County

DocuSigned by: Lynda Mata 0182387283AF43F

on January 8, 2026, 20

Lynda Mata

Print Principal Name: Brice Construction & Design, LLC (Principal)

Authorized Signature By: [Signature]

Liberty Mutual Insurance Company (Corporate Surety)

Countersignature: [Signature]

By: Tanya Lee Hutchison, Attorney-in-Fact (Attorney-in-fact)

Agency Name: Marsh McLennan Agency

Address: 1031 W. 4th Avenue, Suite 400, Anchorage, AK 99501

License No: Texas - 1601820

Phone: (907) 276-5617





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8214792-974366

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Chase McGraw; Glen Lopez; James Geerin; Kelly Michael Layman; Kirk C. Leadbetter; Kristy M. Konte; Tanya Lee Hutchison

all of the city of Anchorage state of AK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 17th day of March, 2026.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## Attachment L

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Bidder] certifies, to the best of his or her knowledge that Brice Constuction & Design, LLC, Bidder company or legal entity responding to this IFB, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment P), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Bidder must initial by each regulatory requirement and sign below.**

BF A. **ACCESS TO RECORDS & RECORD RETENTION** – Bidder agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Bidder(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Bidder shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

BF B. **ACCESSIBILITY** – Bidder agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Bidder must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BF C. **BYRD ANTI-LOBBYING AGREEMENT** – Bidder submitting bids exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.

BF D. **CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Bidder agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

BF E. **CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Bidder agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Bidder agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean

## Attachment L

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Bidder agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BF F. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT** – Bidder agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

BF G. **COPELAND "ANTI-KICKBACK" ACT** – Bidder agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

BF H. **COST PLUS CONTRACTING PROHIBITED** – Bidder agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Bidder agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

BF I. **DAVIS BACON & RELATED ACTS** – When applicable, Bidder agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

BF J. **DEBARMENT AND SUSPENSION** – Bidder affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

BF K. **ENERGY EFFICIENCY** – Bidder agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Attachment L

**CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS**

BF

- L. **EQUAL EMPLOYMENT OPPORTUNITY** – Bidder agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Bidder agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

BF

- M. **EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES** – Bidder agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Bidder agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

BF

- N. **EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS** – Bidder agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Bidder agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Bidder shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

BF

- O. **FAIR LABOR STANDARDS ACT** – Bidder agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Bidder warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

BF

- P. **FLOOD DISASTER PROTECTION ACT OF 1973** – Bidder agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

BF

- Q. **GREEN BUILDING** – Bidder agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Bidder agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or

## Attachment L

### CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Bidder agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

BF

R. **HOLD HARMLESS AGREEMENT** – Bidder agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Bidder shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the County upon request.

BF

S. **LEAD BASED PAINT** – Bidder agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

BF

T. **NON-COLLUSION** – Bidder agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Bidder agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid; Paid or agreed to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

BF

U. **PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES** – Bidder agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs).

BF

V. **POTENTIAL CONFLICT OF INTEREST** – In accordance with 2 CFR 200.112, Bidder agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Bidder agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us)) must be filed with the records administrator of the local

Attachment L

**CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS**

governmental entity not later than the 7th business day after the date Bidder becomes aware of facts that require the statement to be filed.

BF W. **PREVAILING WAGES** – Bidder agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

BF X. **PROCUREMENT OF RECOVERED MATERIALS** – Bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

BF Y. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS** – Bidder agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

BF Z. **RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS** – The Bidder certifies by the submission of its bid that it:

- Is not a Contractor of a foreign country included on the USTR list.
- Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
- Will not provide any product of a foreign country included on the USTR list.

BF AA. **SECTION 3 ACT OF 1968** – Bidder agrees to comply with the provisions of 12 U.S.C. 1701u and 24 CFR 75. For any HUD-funded contract with an anticipated value in excess of \$200,000, the contract shall be considered a covered transaction for purposes of compliance with the Section 3 Act of 1968. Contractor must include the Section 3 Clause (Attachment Q, *Section 3 Clause*) in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 75. **DISCLAIMER: THIS SOLICITATION DOES INVOLVE HUD FUNDING AND THEREFORE SECTION 3 DOES APPLY.**

If requested by Harris County, Bidder agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Ben Fraser, Vice President

Print Name and Title of Bidder's Authorized Official



Signature of Bidder's Authorized Official

2/20/26

Date

## **Harris County Minimum Insurance Requirements Attachment**

- A. All insurance policies procured and maintained by Contractor<sup>1</sup> must be written with insurance companies licensed to do business in the state where the Work will be performed, and carry a rating of A- VII or better as shown in the most current issue of A.M. Best's Key Rating Guide in the type and in amounts no less than as set forth below, where required limits may be met by any combination of primary and excess/umbrella liability insurance. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. County also reserves the right to consider any insurance not in compliance with the requirements herein as a material breach of contract.
1. Workers' Compensation and Employer's Liability Insurance, including occupational disease coverage, in accordance with the benefits afforded by the statutory worker's compensation acts applicable to the state, territory or district of hire, supervision or place of accident and including, when applicable, full coverage for maritime obligations, the United States Longshoremen's and Harbor Workers' ("USL&H") Compensation Act, Outer Continental Shelf Lands Act, Jones Act, and Death on the High Seas Act. In addition, insurance coverage must meet the following requirements:
    - i) Workers' Compensation Limits: The minimum limits of this insurance will be no less than the statutory limits;
    - ii) Employer's Liability Limits: The minimum limits of this insurance will be no less than \$1,000,000 for each accident and disease, including with respect to work entailing maritime or USL&H Compensation Act obligations;
    - iii) This insurance is to cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" form of insurance is permitted;
    - iv) Employees leased through a Professional Employment Organization ("PEO") are not permitted, unless the PEO provides workers' compensation coverage with an alternate employer endorsement naming County Indemnified Parties and Contractor as alternate employers; and
    - v) To the extent permitted by law, Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties on form WC 42 03 04 or the equivalent form for Work to be performed in any State other than Texas.
  2. Commercial General Liability Insurance with a combined single limit of liability for bodily injury and property damage of the amounts listed in **Table 1** of this **Attachment** to be issued on the most recently reasonably available and unmodified Insurance Services Office ("ISO") Coverage Form CG 00 01 (or equivalent), and that will cover liability arising from premises, ongoing operations, and completed operations. Contractor agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Contract in identical coverage, form, and amount, including required endorsements, for not less than 5 years following the date of Substantial Completion of the Work by Contractor. In addition, insurance coverage must meet the following requirements:
    - i) A Designated Construction Project(s) General Aggregate Limit will be provided on ISO form CG 25 03 05 09;
    - ii) Coverage will include, but not be limited to, liability assumed by Contractor under the Contract, including the tort liability of another assumed in a business contract, and will include unmodified Separation of Insureds coverage and have no exclusion for Action-Over claims;
    - iii) Additional Insured status will be provided in favor of County Indemnified Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent) to the extent permitted by law, as well as CG 20 10 04 13 and CG 20 37 04 13 (or equivalent) for those exposures subject to an anti-indemnity act;

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<sup>1</sup> The terms "Change Order," "Contract," "Contract Price," "Contractor," "County," "County Indemnified Parties," "Project," "Subcontractor," "Substantial Completion," and "Work" are defined in the General Conditions.

- iv) This insurance will be endorsed to provide primary and noncontributing liability coverage by ISO form CG 20 01 04 13 to any insurance or self-insurance by the Additional Insured;
  - v) Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties on ISO form CG 24 04 05 09 (or equivalent); and
  - vi) The following exclusions / limitations or their equivalents are prohibited: (a) amendment of Insured Contract Definition (ISO CG 24 26); (b) any endorsement modifying the Employer's Liability exclusion; (c) Classification or Business Description; (d) Construction Defect Completed Operations; (e) Contractual Liability Limitation (ISO CG 21 39); (f) Damage to Work Performed by Subcontractors On Your Behalf (ISO CG 22 94 or CG 22 95); (g) any "faulty work" or "defective work" exclusion (e.g., ML 1333 or GL RFWETX 01 15) (h) Explosion, Collapse and Underground Property Damage Hazard (ISO CG 21 42 or CG 21 43); (i) "Insured vs. Insured" except Named Insured vs. Named Insured; (j) Known, Continuous or Progressive Injury or Damage; (k) limitation of Coverage to Designated Premises, Project or Operation (ISO CG 21 44); (l) Noncumulation; (m) Prior Injury or Prior Damage or Prior Work; (n) Punitive, Exemplary or Multiplied Damages (unless such endorsement has an exception where insurance for such damages is permitted by law); (o) Subsidence; (p) Work Height; and (q) any other exclusion or limitation reasonably unacceptable to County.
3. Business Automobile Liability Insurance, issued on the current edition of ISO form CA 00 01 (or equivalent), covering damages because of bodily injury or property damage caused by an accident and resulting from the ownership, maintenance, or use (i) of any auto, including owned (including County vehicles if Contractor drives such vehicle),<sup>2</sup> non-owned, leased, rented, and hired autos, including coverage for loading and unloading, used in the performance of this Contract, and (ii) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws, with a combined single limit of not less than the amounts listed in **Table 1** of this **Attachment** per accident. In addition, insurance coverage must meet the following requirements:
- i) Additional insured status will be provided in favor of County Indemnified Parties on ISO form CA 20 48 10 13 (or equivalent);
  - ii) This insurance will be endorsed to provide primary and noncontributing liability coverage by ISO form CA 04 49 11 16 (or equivalent) to any insurance or self-insurance by the Additional Insured; and
  - iii) Contractor agrees to waive its rights of recovery and will cause this insurance policy to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties on ISO form CA 04 44 10 13 (or equivalent).
4. Contractor's Pollution Liability insurance with limits of the amounts listed in **Table 1** of this **Attachment**, including completed operations coverage for a minimum of not less than 5 years following the date that Substantial Completion of the Work by Contractor occurs. Project-specific Contractor's Pollution Liability insurance policies will have completed operations coverage for at least the duration of the Work plus not less than 5 years following Substantial Completion of the Work by Contractor. In addition, insurance coverage must meet the following requirements:
- i) The policy must insure contractual liability, name County Indemnified Parties as an Additional Insured, and be primary and noncontributory to all insurance or self-insurance by the Additional Insured;
  - ii) If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the dates of the Contract or the commencement of Contractor services in relation to the Work; and
  - iii) Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties.

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<sup>2</sup> To be clear, Harris County Universal Services' Fleet Vehicle Policy bars contractors from operating County vehicles.

5. Excess/Umbrella Liability Insurance with limits of not less than of the amounts listed in **Table 1** of this **Attachment** providing additional limits of insurance to the coverage described in subsections 1 (except Workers' Compensation), 2, and 3 above. This insurance will follow form of the underlying coverages and/or it will be excess over and be no less broad than all coverages and conditions described above, including but not limited to the required additional insured status, designated construction project(s) and/or location(s) general aggregate, waivers of subrogation, notice of cancellation, and prohibited exclusions or limitations, and will be primary to and not seek contribution from any other insurance or self-insurance (primary, umbrella, contingent or excess) maintained by County Indemnified Parties. The coverage will have the same inception date as the commercial general liability and employer's liability coverages required herein. Drop-down coverage will be provided for reduction and/or exhaustion of underlying aggregate limits. This insurance is to include a duty to defend any insured and associated defense costs that will be outside of (or in addition to) the limits of liability (not inside the limits). In addition, insurance coverage must meet the following requirements:
  - i) The policy must insure contractual liability, name County Indemnified Parties as an Additional Insured, and be primary and noncontributory to all insurance or self-insurance by the Additional Insured;
  - ii) Claims-Made based coverage is prohibited; and
  - iii) Contractor agrees to waive its rights of recovery and will cause this insurance to be endorsed to waive all rights of subrogation in favor of County Indemnified Parties.
  
6. Contractor is required to maintain Professional Liability insurance of no less than the limits listed in **Table 1** of this **Attachment** and meeting at least the following specifications if Contractor's Work or any Work of any party for whom Contractor is responsible includes any design, engineering, consulting, construction management or professional services. In addition, insurance coverage must meet the following requirements:
  - i) Such insurance shall cover all professional services rendered by Contractor and its vicarious liability arising out of engagement of Subcontractors under the Contract, including but not limited to design or design/build services, consulting or construction management. A professional liability endorsement to a general liability policy is not acceptable.
  - ii) Any retroactive date must be effective prior to the earlier of the dates of the Contract or the commencement of Contractor services in relation to the Work.
  - iii) To the extent permitted by law, Contractor waives its rights of recovery from County and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of County. **THE FOREGOING WAIVER APPLIES EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF COUNTY.**
  - iv) This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:
    - a) Bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors;
    - b) Contractual liability or any other similar exclusion that would serve to exclude coverage for liability assumed in connection with the underlying agreement;
    - c) Construction delays;
    - d) Construction management exclusions (if applicable);
    - e) Cost estimating;
    - f) Cost to repair or replace Subcontractors faulty work\*;
    - g) Design build services;
    - h) EIFS ("exterior insulation finish systems") if the Work potentially includes such exposure;
    - i) Exception to contractual liability exclusion for liability that would exist in the absence of contract or agreement, warranty or guarantee;
    - j) Financial loss or economic damages arising from construction means, methods, or temporary works\*;
    - k) Habitational, residential, or multi-family operations, if the Work is to be performed on such a project;

- l) Lead, silica, mold and/or microbial matter and/or fungus and/or biological substance, asbestos or other pollution or environmental conditions;
  - m) Natural Resource Damages;
  - n) Naturally occurring substances;
  - o) Punitive, exemplary or multiplied damages (coverage shall be provided for fines/penalties, punitive and multiplied damages where permitted by law);
  - p) Property damage to the work performed;
  - q) Safety\*;
  - r) Subcontractor actions against design-build; or
  - s) Technology-related.
- \*These exclusions are acceptable where an exception applies for damages resulting from negligent acts, errors, or omissions in the provision of professional services.
- v) Contractor agrees to maintain Professional Liability insurance with respect to the Work performed under the Contract in identical coverage, form and amount, including required endorsements for the full term of the statute of repose beyond termination of the Contract. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy will not be sufficient to meet the terms of this provision.
7. Contractor is to maintain “all risk” Builder’s Risk insurance at all times prior to acceptance of the Work by County unless the Contract specifically waives this requirement or provides that County shall furnish Builder’s Risk coverage. In addition, insurance coverage must meet the following requirements:
- i) Insureds shall include County, Contractor, and Subcontractors as Named Insureds.
  - ii) Limits of coverage are to be the initial Contract Price as increased by amount of subsequent modification of the Contract Price through Change Orders or otherwise. Coverage shall be provided in amount equal at all times to the full replacement value and cost of debris removal for any single occurrence for new construction and if applicable replacement cost on existing building(s) or structure(s).
  - iii) Coverage shall be at least as broad as an unmodified ISO Special Causes of Loss form and shall include coverage for theft, collapse, flood and earthquake. All exclusions must be pre-approved by County. This insurance is to be written on a Completed Value, non-reporting form basis and shall be primary to any other insurance coverage available to the Named Insureds, with that other insurance being excess, secondary and noncontributing. No coinsurance is permitted.
  - iv) Such insurance shall cover permanent and temporary Work including but not limited to:
    - a) All building(s) or structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;
    - b) All temporary structures (e.g., cofferdams, construction forms, cribbing, falsework, fencing, hoarding, office trailers and their contents, scaffolding, signs, site lighting, temporary utilities and buildings or structures) located at the site and incidental to completion of the Project;
    - c) All property including equipment, machinery, materials and supplies on site for installation;
    - d) All property including equipment, machinery, materials and supplies at other locations but intended for installation at the site;
    - e) All property including equipment, machinery, materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and
    - f) Other property for which an insured is liable in connection with the Project.
  - v) Use of an AAIS (“American Association of Insurance Services”) form is not permitted.
  - vi) Deductibles shall not exceed:

All Risks of Direct Damage, Per Occurrence, except as follows:	\$10,000
a. Windstorm	1% of the value of the damaged building or structure
b. Delayed Opening Waiting Period	5 days

c. Earthquake and Earthquake Sprinkler Leakage, Per Occurrence	\$50,000
d. Flood, Per Occurrence, excess of maximum available through National Flood Insurance Program	\$50,000

- vii) Any loss paid under this Builder's Risk insurance shall be adjusted with County and made payable to County as fiduciary for the insureds, as their interest may appear.
- viii) All Builder's Risk deductibles and retentions shall be paid by, assumed by, for the account of, and at the sole risk of Contractor. Contractor shall not be reimbursed for same by County.
- ix) Contractor's Work includes any enforcement of and compliance with any protective safeguards including but not limited to cameras, watchmen, fencing, lighting, securing, monitoring, and water intrusion detection systems that may be required under Contractor or County's Builder's Risk policy.
- x) The termination of coverage provision shall be endorsed to permit occupancy of the coverage property being constructed.
- xi) This insurance shall be maintained in effect, unless otherwise provided for in the Contract, until the earliest of the following dates:
  - a) The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;
  - b) The date of final payment, as provided in the Contract; or
  - c) The date on which the insurable interests in the Covered Property of all insureds other than County have ceased.
- xii) To the extent permitted by law, Contractor waives its rights of recovery from, and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of, (1) County, (2) the Project, (3) Subcontractors, and (4) any other person or entity performing Work by, through or under Contractor. The policy or policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this provision shall not prohibit this waiver of subrogation. **THESE WAIVERS SHALL BE EFFECTIVE AS TO A PERSON OR ENTITY (A) EVEN THOUGH THAT PERSON OR ENTITY WOULD OTHERWISE HAVE A DUTY OF INDEMNIFICATION, CONTRACTUAL OR OTHERWISE, (B) EVEN THOUGH THAT PERSON OR ENTITY DID NOT PAY THE INSURANCE PREMIUM DIRECTLY OR INDIRECTLY, (C) WHETHER OR NOT THE PERSON OR ENTITY HAD AN INSURABLE INTEREST IN THE DAMAGED PROPERTY, AND (D) EVEN IF THE PERSON OR ENTITY WAS AT FAULT, NEGLIGENT, OR LIABLE UNDER STRICT LIABILITY.**
- xiii) This insurance shall be endorsed to provide that the carrier will have no right of cancellation except due to non-payment of premium.
- xiv) It is the responsibility of Contractor and its Subcontractors to provide coverage for its equipment, materials and tools used on this Project and not insured by this Project's Builder's Risk policy.

**B. THE INSURANCE REQUIREMENTS SET FORTH IN THIS ATTACHMENT WILL IN NO WAY LIMIT CONTRACTOR'S LIABILITY OR RESPONSIBILITY UNDER THIS CONTRACT NOR WILL THEY BE CONSTRUED TO BE THE ULTIMATE TYPES AND AMOUNTS OF INSURANCE CONTRACTOR SHOULD MAINTAIN TO ADEQUATELY INSURE ITSELF. THE "LIMITS" SET OUT IN THIS ATTACHMENT ARE THE MINIMUM DOLLAR AMOUNT OF INSURED COVERAGE FOR THE RISK, CAUSE OF LOSS, OR PERIL SPECIFIED. IF CONTRACTOR OR ITS SUBCONTRACTORS MAINTAIN GREATER LIMITS, THEN THESE SPECIFICATIONS WILL NOT LIMIT THE AMOUNT OF RECOVERY AVAILABLE TO COUNTY INDEMNIFIED PARTIES AND THE LIMITS SPECIFIED ABOVE AS THE MINIMUM LIMITS ARE INCREASED TO THE GREATER LIMITS AVAILABLE UNDER THE POLICIES PROCURED BY CONTRACTOR AND ITS SUBCONTRACTORS.**

C. A waiver of subrogation will be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and/or whether or not the person or entity had an insurable interest in the property damaged.

- D. It is further expressly agreed by Contractor that any and all premiums and deductibles, and/or any other charges due with respect to the policies of insurance, will be assumed by and for the account of Contractor. No deductible will exceed \$50,000 without prior written approval of County, except as otherwise specified in this **Attachment**. If Contractor elects to maintain insurance required in this **Attachment** subject to deductibles exceeding \$50,000.00, County will maintain all rights and obligations between it and Contractor as if Contractor maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required in this **Attachment**. Contractor will pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorneys' fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Contractor had maintained the insurance pursuant to this **Attachment**. All deductibles will be paid by, assumed by, for the account of, and at Contractor's sole risk. Contractor will not be reimbursed for same.
- E. If the forms of policies, endorsements, certificates, or evidence of insurance required by this **Attachment** are superseded or discontinued, County will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this **Attachment** must be approved in advance by County.
- F. Contractor will provide County with evidence of insurance prior to Work commencing under this Contract. Contractor will also provide County refreshed evidence of continued insurance prior to the expiration of the current policies. Insurance must be evidenced on an ACORD Form 25 Certificate of Liability Insurance or approved state form, signed by an authorized representative. Copies of the following will also be provided: (i) General Liability Additional Insured endorsement(s); (ii) General Liability Schedule of Forms and Endorsements page(s); and (iii) 30-Day Notice of Cancellation endorsement applicable to all required policies. Upon request by County, and within three business days, copies of any and all insurance policies required in this **Attachment** will be submitted to County electronically.
- G. Commencement of Work without provision of the required certificate of insurance, evidence of insurance, and/or required endorsements, or without compliance with any other provision of the Contract or this **Attachment**, will not constitute a waiver by any County Indemnified Party of any rights. County will have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from performing any Work until the certificate of insurance, evidence of insurance, and/or required endorsements are received and approved by County.
- H. It is the specific intent of the parties to the Contract that all insurance required in this **Attachment** will be primary to and will seek no contribution from any other insurance or self-insurance (primary, umbrella, contingent or excess) maintained by County Indemnified Parties, with County Indemnified Parties' insurance and/or self-insurance being excess, secondary and noncontributing. County must be notified immediately upon knowledge of possible damage claims that might cause a reduction below 75% of any aggregate limit of any policy.
- I. If Contractor fails to maintain the coverages specified above and in **Table 1** of this **Attachment**, County will have the right and option (but not the obligation) to secure on behalf of Contractor any of the coverages listed in this **Attachment** required to be carried by Contractor, on terms equivalent to the terms set forth in this **Attachment**. Upon the exercise of the option, the Contract Price will immediately be reduced by the amount of County's costs for carrying and maintaining the coverage as provided in this **Attachment**. If County exercises the option, the Parties will execute a Change Order to reduce the Contract Price and to include the insurance as procured in this **Attachment**. The reduction in Contract Price will take into account any material differences between the terms and conditions of the coverage(s) County secured and the terms and conditions of Contractor's coverage(s).
- J. Contractor waives all rights of recovery and releases, and will cause its Subcontractors to release, County Indemnified Parties from any and all claims or causes of action whatsoever that Contractor

and/or its Subcontractors might otherwise now or later possess resulting in or from or in any way connected with any loss covered by insurance, whether required in this **Attachment** or not, or which should have been covered by insurance required in this **Attachment**, including the deductible and/or self-insured/uninsured portion of coverage, maintained and/or required to be maintained by Contractor and/or its Subcontractors pursuant to the Contract.

- K. Contractor is fully responsible for loss and damage to its property on the Site, including tools and equipment, and shall take the necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering Contractor's or its Subcontractor's property shall be Contractor's and its Subcontractor's sole and complete means for recovery for any such loss. To the extent any loss is not covered by Contractor's or Subcontractor's insurance or is subject to any deductible or co-insurance, Contractor and its Subcontractors will not be reimbursed for same by County or by the Project's insurance policies. If Contractor or its Subcontractors choose to self-insure this risk, it is expressly agreed that Contractor hereby waives, and will cause its Subcontractors to waive, any claim for damage or loss to said property in favor of County Indemnified Parties.

**TABLE 1**

<b>Unmodified Contract Price</b>	<b>Insurance Type</b>	<b>Insurance Amount</b>
<b>Up to \$1,000,000.00</b>	<b>Commercial General Liability</b>	
	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products / Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury Offense	\$1,000,000
	<b>Business Automobile Liability</b>	\$1,000,000
	<b>Contractor's Pollution Liability</b>	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
	<b>Excess/Umbrella Liability</b>	\$3,000,000
<b>\$1,000,000.01 – \$10,000,000.00</b>	<b>Commercial General Liability</b>	
	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products / Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury Offense	\$1,000,000
	<b>Business Automobile Liability</b>	\$1,000,000
	<b>Contractor's Pollution Liability</b>	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
	<b>Excess/Umbrella Liability</b>	\$5,000,000
<b>\$10,000,000.01 – \$25,000,000.00</b>	<b>Commercial General Liability</b>	
	Per Occurrence	\$2,000,000
	General Aggregate	\$5,000,000
	Products / Completed Operations Aggregate	\$5,000,000
	Personal & Advertising Injury Offense	\$2,000,000
	<b>Business Automobile Liability</b>	\$1,000,000
	<b>Contractor's Pollution Liability</b>	
	Each Claim	\$2,000,000
	Annual Aggregate	\$5,000,000
	<b>Excess/Umbrella Liability</b>	\$10,000,000
<b>Over \$25,000,000.00</b>	<b>Commercial General Liability</b>	
	Per Occurrence	\$2,000,000
	General Aggregate	\$5,000,000
	Products / Completed Operations Aggregate	\$5,000,000
	Personal & Advertising Injury Offense	\$2,000,000
	<b>Business Automobile Liability</b>	\$1,000,000
	<b>Contractor's Pollution Liability</b>	
	Each Claim	\$2,000,000
	Annual Aggregate	\$4,000,000
	<b>Excess/Umbrella Liability</b>	\$5,000,000

<sup>3</sup> Can be obtained through a combination of primary and excess layer insurance policies.

<sup>4</sup> Can be obtained through a combination of primary and excess layer insurance policies.

<b>Business Automobile Liability</b>	\$1,000,000
<b>Contractor's Pollution Liability</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$5,000,000
<b>Excess/Umbrella Liability</b>	\$25,000,000
<b>Professional Liability<sup>5</sup></b>	
Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000
If combined with Pollution Liability (Each Loss & Aggregate)	\$8,000,000

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<sup>5</sup> Can be obtained through a combination of primary and excess layer insurance policies.

## Attachment N

### **WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

If this bid package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

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 governmental entity.

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 the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 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 governmental entity 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 governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) 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 (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (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.

## Attachment N

### **WORKERS' COMPENSATION INSURANCE COVERAGE RULE 110.110**

- 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 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 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 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 (1) year thereafter.
  - (6) Notify the government entity in writing by certified mail or personal delivery, within ten (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 governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Revised 4/02



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2026

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 1031 W 4th Ave, Suite 400 Anchorage AK 99501	<b>CONTACT NAME:</b> Miranda Palin <b>PHONE (A/C No. Ext):</b> 907-276-5617 <b>E-MAIL ADDRESS:</b> miranda.palin@marshmma.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: 82353 CALISCORPO3	<b>INSURER A:</b> Evanston Insurance Company <b>INSURER B:</b> Zurich American Insurance Company <b>INSURER C:</b> Navigators Specialty Insurance Company <b>INSURER D:</b> American Zurich Insurance Company <b>INSURER E:</b> Great American Assurance Company <b>INSURER F:</b>	<b>NAIC #</b> 35378 16535 36056 40142 26344

**COVERAGES** **CERTIFICATE NUMBER:** 487202767 **REVISION NUMBER:**

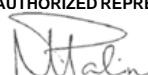
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 C	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MKLV5ENV105459 LA25EXC721469IC	12/31/2025 12/31/2025	12/31/2026 12/31/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP698650703	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C A E A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	LA25EXC721469IC MKLV5EUE104604 EXC5877388 MKLV5EUE104606	12/31/2025 12/31/2025 12/31/2025 12/31/2025	12/31/2026 12/31/2026 12/31/2026 12/31/2026	EACH OCCURRENCE \$30,000,000 AGGREGATE \$30,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC698650603	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Contractors Pollution Liability Professional Liability Claims Made Form	N N	N N	MKLV5ENV105459 LA25EXC721469IC	12/31/2025 12/31/2025	12/31/2026 12/31/2026	Each Condition / Agg \$2M / \$5M Each Claim / Agg \$5M / \$5M SIR \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Project ID G103-80-03.1-E002, Taylor Gully Conveyance Improvements, Job No. 26/0025

HCFCD, the City of Houston, and their elected officials and employees are included as Additional Insured as respects to General Liability and Auto Liability coverage per attached endorsements. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation coverage per attached endorsements. Excess Liability follows form of primary policies. Primary Non-Contributory wording applies per attached endorsements. The Contractors shall have no recourse against HCFCD and their elected officials and employees for payment of any premium or for assessment. Contractor shall give written notice to the HCFCD at least 30 days prior to such effective date and within 30 days thereafter.

**CERTIFICATE HOLDER** **CANCELLATION**

Harris County Flood Control District 9900 Northwest Freeway Houston TX 77092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED : Brice Construction and Design, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: Certificate of Liability**

Excess Liability Schedule of Underlying includes the following policies as outlined above. Excess Liability limits are excess and in addition to underlying limits.

- General Liability P# MKLV5ENV105459; effective 12/31/2025 – 12/31/2026
- Professional Liability P# MKLV5ENV105459; effective 12/31/2025 – 12/31/2026
- Contractors Pollution Liability P# MKLV5ENV105459; effective 12/31/2025 – 12/31/2026
- Auto Liability P# BAP698650703; effective 12/31/2025 – 12/31/2026
- Employers Liability P# WC698650603; effective 12/31/2025 – 12/31/2026

Excess Liability policy limits apply as follows; subject to policy terms & conditions:

- Limit: \$5M xs Primary underlying – P# LA25EXC721469IC
- Limit: \$5M xs \$5M – P# MKL5EUE104604
- Limit: \$10M xs \$10M – P# EXC5877388
- Limit: \$10M xs \$20M – P# MKLV5EUE104606- Total of \$30M Excess Limits Each Occurrence/Aggregate



# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Brice Construction and Design LLC	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

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

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80.

INSURED: Brice Construction and Design LLC

POLICY NUMBER: MKLV5ENV105459

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

POLICY PERIOD: 12/31/2025

TO 12/31/2026

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
As required by written contract signed by both parties and executed prior to commencement of operations.	N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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 location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** 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.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



INSURED: Brice Construction and Design LLC

ENVIRONMENTAL

POLICY #: MKLV5ENV105

POLICY PERIOD: 12/31/2025 TO 12/31/2026

## **[Evanston Insurance Company]**

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

### **BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WRITTEN CONTRACT LIMITATION) – ALASKA NATIVE CORPORATION**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition:

However, we waive our rights of recovery against any person(s) or organization(s) to whom the insured agrees in a written contract to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under such contract(s) and included in the "products-completed operations hazard" or the "completed operations" of "your work". This waiver will not apply to "occurrences" or "pollution conditions" resulting from the sole negligence of such person(s) or organization(s).

All other terms and conditions remain unchanged.



INSURED: Brice Construction and Design LLC

ENVIRONMENTAL

POLICY NUMBER: MKLV5ENV105

POLICY PERIOD: 12/31/2025 TO 12/31/2026

**[Evanston Insurance Company]**

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

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST  
OTHERS TO US (WRITTEN CONTRACT LIMITATION) – ALASKA NATIVE  
CORPORATION**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition:

However, we waive our rights of recovery against any person(s) or organization(s) to whom the insured agrees in a written contract to provide a waiver of transfer of rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under such contract(s) and included in the "products-completed operations hazard" or the "completed operations" of "your work". This waiver will not apply to "occurrences" or "pollution conditions" resulting from the sole negligence of such person(s) or organization(s).

All other terms and conditions remain unchanged.



INSURED: Brice Construction and Design LLC

**ENVIRONMENTAL**  
POLICY NUMBER: MKLV5ENV105459

POLICY PERIOD: 12/31/2025

TO 12/31/2026

## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE – ALASKA NATIVE CORPORATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
PROFESSIONAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Person Or Organization:**

Any additional insured with whom you agree in a written contract signed by both parties to provide Primary and Non-Contributory status under this insurance.

The following is added to the Other Insurance condition:

**Primary And Non-Contributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Person Or Organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



# Coverage Extension Endorsement - Alaska

<b>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</b>	
Policy No. BAP698650703	Effective Date: 12/31/2025

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

#### **D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### **F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

#### **G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

##### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### **I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Personal Effects Coverage**

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### **J. Tapes, Records and Discs Coverage**

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

  - (a) Are the property of an "insured"; and
  - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### **K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### **L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

##### **Temporary Substitute Autos – Physical Damage**

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

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

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

##### **Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

#### **N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2)** The "insured's" name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

#### **O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 12/31/2025

Policy No. WC698650603

Endorsement No.

Insured Brice Construction and Design LLC

Premium \$

Insurance Company **AMERICAN ZURICH INSURANCE COMPANY**

Countersigned By \_\_\_\_\_

"General Decision Number: TX20260034 01/02/2026

Superseded General Decision Number: TX20250034

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

Modification Number 0 Publication Date 01/02/2026

SUTX1998-009 03/26/1998

The following rates were revised pursuant to 29 CFR 1.6(c)(1) on 02/07/2025.

	Rates	Fringes
ASPHALT DISTRIBUTOR.....	\$ 19.87	
Asphalt Paving Machine.....	\$ 21.09	
Asphalt Raker.....	\$ 17.38	
Asphalt Shoveler.....	\$ 15.63	
Batching Plant Weigher.....	\$ 23.31	
Broom or Sweeper Operator.....	\$ 16.81	
Bulldozer.....	\$ 20.80	
CARPENTER.....	\$ 21.72	
Concrete Curbing Mach.....	\$ 18.47	
Concrete Finisher-Paving.....	\$ 20.71	
Concrete Finisher-Structures.....	\$ 20.69	
Concrete Finishing Machine.....	\$ 24.74	
Concrete Joint Sealer.....	\$ 22.03	
Concrete Paving Float.....	\$ 19.52	
Concrete Paving Saw.....	\$ 21.01	
Concrete Paving Spreader.....	\$ 19.56	
Concrete Rubber.....	\$ 18.89	
Crane, Clamshell, Backhoe,		

In addition to these wage rates, Contractors must separately comply with Harris County's Minimum Wage Policy [see link] and pay all workers on county projects at least Harris County's Contractor Minimum Wage (currently \$21.65/hour). No worker on a Harris County construction project may make less than the Harris County Contractor Minimum Wage or the applicable Prevailing Wage.

Derrick, Dragline, Shovel.....	\$ 23.82
Crusher or Screening Plant Operator.....	\$ 23.08
ELECTRICIAN.....	\$ 33.89
Flagger.....	\$ 15.21
Form Builder (Structures).....	\$ 20.90
Form Liner - Paving & Curb.....	\$ 18.95
Form Setter (PAVING/CURB).....	\$ 18.59
Form Setter-Structures.....	\$ 18.99
Foundation Drill Operator, Crawler Mounted.....	\$ 26.42
Foundation Drill Operator, Truck Mounted.....	\$ 26.71
Front End Loader.....	\$ 19.50
Labor Common.....	\$ 15.63
Laborer-Utility.....	\$ 17.90
Lineperson.....	\$ 15.74
MANHOLE BUILDER (Brick).....	\$ 17.82
MECHANIC (Undefined).....	\$ 23.88
Milling Machine Operator.....	\$ 21.89
Mixer.....	\$ 16.66
Motor Grader FINE GRADE.....	\$ 23.31
Other.....	\$ 22.39
Oiler.....	\$ 20.06
Painter-Structures.....	\$ 29.38
Pavement Marking Machine.....	\$ 15.63
Piledriver.....	\$ 23.00
Pipe layer.....	\$ 17.82
Reinforcing Steel Setter Paving.....	\$ 26.23
Reinforcing Steel Setter Structures.....	\$ 26.17
Roller, Pneumatic, Self Propelled.....	\$ 16.70
Roller, Steel Wheel Other Flatwheel or Tamping.....	\$ 15.97

Roller, Steel Wheel Plant Mix Pavements.....	\$ 19.41
Scrapper.....	\$ 18.24
Servicer.....	\$ 19.96
SIGN ERECTOR.....	\$ 21.11
Sign Installer.....	\$ 15.63
Slipform Machine Operator.....	\$ 19.31
Spreader Box Operator.....	\$ 19.05
Steelworker Structural.....	\$ 21.72
Tractor-Crawler Type.....	\$ 21.24
Tractor-Pneumatic.....	\$ 18.87
Traveling Mixer.....	\$ 19.62
Trenching Machine, Heavy.....	\$ 28.46
Trenching Machine, Light.....	\$ 22.03
Truck Driver Lowboy Float.....	\$ 23.69
Truck Driver Single Axle Heavy...	\$ 18.38
Truck Driver Single Axle, Light.....	\$ 17.10
Truck Driver Tandem Axle Semi-Trailer.....	\$ 16.79
Wagon Drill, Boring Machine.....	\$ 21.30
WELDER.....	\$ 21.89
Work Zone Barricade.....	\$ 15.63

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

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

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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