

STATE OF TEXAS

§
§

**AGREEMENT FOR ANNUAL ON-CALL
CONCRETE REPAIR AND TRAIL
MAINTENANCE**

COUNTY OF COLLIN §

This agreement ("Agreement") is made by and between the City of Allen, Texas ("City") and KT Contracting, - Concrete Series, LLC. ("Contractor") acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to award an annual contract for Annual On-Call Concrete Repair and Trail Maintenance for Parks and Recreation Department and Communities Services Facilities from Company in accordance with the City's description and scope of services attached hereto as Exhibit "A" ("Scope of Services"); and

WHEREAS, Company desires to provide services to City in accordance with Scope of Services attached hereto as Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date"), unless earlier terminated as provided herein (the "Term").

City maintains the right to renew this Agreement for up to two (2) additional renewal terms of one (1) year at the City's sole discretion, the first renewal term beginning on March 9, 2017. The City may exercise its right to renew this Agreement by providing Contractor written notice thereof thirty (30) days prior to the expiration of the Initial Term or renewal term, as the case may be.

**Article II
Contract Documents**

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement; and
- B. The City's Request for Bid #2016-1-69 Specifications (Exhibit A);
- C. The Vendor's response to Request for Bid #2016-1-69.

Article III Scope of Services

Contractor shall provide the Services specifically set forth in the Scope of Services as contained in Exhibit "A," which is attached hereto and made a part of this Agreement for all purposes.

Article IV Schedule of Work

Contractor agrees to commence Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A," to the extent they do not conflict with this Agreement.

Article V Compensation and Method of Payment

Charges. City shall compensate Contractor for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Contractor shall not exceed \$300,000. Contractor shall provide the City with written invoices on a monthly basis describing the work and Services performed as provided in Exhibit "A." Upon approval, City shall compensate Contractor as provided herein and in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed. In accordance with the Bid, the prices set forth in the Bid Response in an annual amount of:

Article VI Notice to Proceed

Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. Any work performed or expenses incurred by Contractor prior to Contractor's receipt of a written Notice to Proceed from City shall be entirely at Contractor's own risk. Work performed and expenses incurred after Contractor has received a written Notice to Proceed from City will be eligible for reimbursement under the terms of this Agreement, subject to an approved task order.

Article VII Suspension of Work

City shall have the right to immediately suspend work by Contractor if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII Devotion of Time; Personnel; and Equipment

The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

To the extent reasonably necessary for the Contractor to perform the services under this Agreement, the Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Contractor.

The Contractor shall furnish the facilities, hardware, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Time is and shall be of the essence in the performance of this Agreement as written.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the parties;
- (b) immediately by City, if Contractor defaults or breaches any of the terms or conditions of this Agreement;
- (c) by either party, upon thirty (30) days prior to written notice. Should Contractor terminate this Agreement under this provision, Contractor shall further state the reason(s) for termination in its written notice;
- (d) by City, if Contractor suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Contractor merging with an affiliate of Contractor) of Contractor's existence as a going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and in the event such proceeding is not voluntarily commenced by the Contractor, such proceeding is not dismissed within ninety (90) business days after the filing thereof;
- (e) by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year; or

Article XI Insurance

Contractor shall during the term hereof maintain in full force and effect insurance with complies with the Specifications and contains, at a minimum: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by the City Risk Manager. (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article XII Miscellaneous

Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Contractor to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

Amendments. This Agreement may be amended by the mutual written agreement of the parties.

Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Independent Contractor. It is understood and agreed by and between the parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent Contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
City of Allen, Texas.
Attn: Peter Vargas, City Manager
305 Century Parkway
Allen, Texas 75013
Facsimile: 214-509-4118

with copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager
& Smith, L.L.P.
500 N. Akard, 1800 Lincoln
Plaza
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Contractor:
KT Contracting – Concrete Series LLC
Attn: Brynne Gutierrez
1521 McKinney St. Suite 100
Melissa, Texas 75454
Email:
brynne.gutierrez@tallentroofing.com

Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

Indemnification. Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless

AGREEMENT FOR ANNUAL ON-CALL CONCRETE REPAIR AND TRAIL MAINTENANCE – PAGE 5

such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

Audits and Records. Contractor agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

Conflicts of Interests. The Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

Warranty. The Contractor warrants to the City that all labor furnished to perform the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this contract. All work not conforming to these requirements may be considered defective.

Uniforms. Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and the employee's name. Uniforms are not to be dirty, stained, or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of Contractor working on right-of-ways or medians must utilize personal protective equipment such as safety vests to insure their visibility to drivers.

(Signature page to follow)

EXECUTED this 2nd day of August, 2016.

CITY OF ALLEN

By: _____

PETER H. VARGAS, CITY MANAGER

305 Century Parkway
Allen, Texas 75013

ATTEST

Shelley B. George
SHELLEY B. GEORGE, CITY SECRETARY

EXECUTED this 1 day of AUG, 2016.

KT CONTRACTING – CONCRETE SERIES, LLC

By: _____

Signature of Authorized Officer

Name: Brynne Gutierrez

Print Name

Title: Member

Date: August 1, 2016

1521 McKinney St., Suite 100
Melissa, Texas 75454

EXHIBIT "A"
SCOPE OF SERVICES

1. The City's Request for Bid (Specifications) #2016-1-69
2. The Vendor's response to Request for Bid #2016-1-69



KTCONTR-02 CWENDORF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2016

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

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

PRODUCER License # 4682
Fort Worth, TX-Hub International Insurance Services
421 West Third Street, Suite 800
Fort Worth, TX 76102

CONTACT NAME:
PHONE (A/C, No, Ext): (817) 820-8100 FAX (A/C, No): (817) 870-0310
E-MAIL
ADDRESS: ftw.service@hubinternational.com

INSURED

KT Contracting-Concrete Series, LLC
DBA Tallent Construction
1521 McKinney Street, Suite 100
Melissa, TX 75454

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Company	39993
INSURER B: Hanover Insurance Company	22292
INSURER C: Commerce & Industry Insurance Company	19410
INSURER D: Texas Mutual Insurance Company	22945
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		103GL000937401	04/21/2016	04/21/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED CONSTR \$ 5,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	AWDA61411701	04/21/2016	04/21/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	<input checked="" type="checkbox"/> EXCESS LIAB	CLAIMS-MADE	18783960	04/21/2016	04/21/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 0
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	TSF0001286467	04/21/2016	04/21/2017	<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

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

The General Liability Policy and Auto Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder requiring such status subject to policy terms and conditions. The General Liability, Auto Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement providing this feature when there is a written contract between the named insured and the certificate holder requiring the Waiver subject to policy terms and conditions. Policy contains 30 day notice of cancellation. Umbrella follows form.

The Certificate Holder is extended to include The City of Allen, Texas, its officers, agents and employees, as their interest may appear, per policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Allen
Attn: Peter Vargas, City Manager
305 Century Parkway
Allen, TX 75013

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 ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS PAC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured all persons or organizations as required by written contract with the named insured:

1. But only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured at the location(s) as designated in a written contract and included in the "products-completed operations hazard".
2. But only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. your acts or omissions; or

b. 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) as designated in a written contract

3. From whom you lease equipment when you have agreed in writing in a contract or agreement, executed and signed prior to any loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when:

1. your operations for that additional insured are completed; or
2. their contract or agreement with you to furnish such leased equipment expires.

B. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** is amended and the following added:

This insurance afforded to all persons or organizations included as additional insureds noted above in Section A is primary and non-contributory insurance, and we will not seek contribution from any other insurance available to that additional insured.

C. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us** is amended and the following added:

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" if:

1. you agreed to such waiver;
2. the waiver is included as part of a written contract or lease; and
3. such written contract or lease was executed and signed prior to any loss to which this insurance applies.

- D. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at any construction project involving the named insured during this policy period:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS** regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".
 3. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project involving the named insured during this policy period.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
 5. The most we will pay for the sum of all Construction Project General Aggregate Limits combined and to which this insurance applies is \$5,000,000.
- E. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at any construction project involving the named insured during this policy period:
1. Any payments made under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- F. When coverage for liability resulting from the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

- G. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- H. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- I. We will endeavor to mail or deliver 30 days written notice (10 days for non-payment of premium by the Insured) to all certificate holders where written notice of the cancellation or non-renewal of this policy is required by written contract, permit, or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy, within three (3) business days of our request for the list of certificate holders, for the purposes of complying with such request.

The notification of cancellation or non-renewal of the policy is solely for the purpose of informing all persons or organizations as required by written contract with the named insured the effective date of cancellation or non-renewal and does not grant, alter, or extend any rights or obligations under this policy. Our failure to provide such notification to all persons or organizations as required by written contract with the named insured will not extend any policy cancellation or non-renewal date nor impact or negate any cancellation or non-renewal of the policy. This endorsement does not entitle any person(s) or organization(s) as required by written contract with the named insured to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**COMMERCIAL GENERAL LIABILITY
CG 24 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 9. of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE

Agent Copy

NCCI Carrier Code: 29939

ITEM 1

INSURED
NAME AND
ADDRESS

KT CONTRACTING - CONCRETE SERIES, LLC
1521 MCKINNEY ST STE 100
MELISSA TX 75454-9746

POLICY NUMBER
0001286467

Federal Tax ID 472205857
Bureau Number
Branch DALLAS
Renewal of 0001286467
Entity LIMITED LIABILITY
COMPANY

OTHER WORKPLACES NOT SHOWN ABOVE:
see Schedule of Operations attached.

PRODUCER
08216

HUB INTERNATIONAL TEXAS INC
DBA: HUB INTERNATIONAL RIGG
421 W 3RD ST STE 800
FT WORTH TX 76102-3758

Interim Adjustment QUARTERLY-33% 3
Safety Group
Certificate of Approval

ITEM 2

The Policy Period is from: 04-21-2016 To: 04-21-2017 12:01 A.M. standard time at the insured's mailing address

ITEM 3

- A. **Workers' Compensation Insurance:** Part One of the policy applies to the Workers' Compensation Law of the states listed here: TEXAS
- B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are:
- | | | |
|---------------------------|----------------|---------------|
| Bodily Injury by Accident | \$1,000,000.00 | Each Accident |
| Bodily Injury by Disease | \$1,000,000.00 | Each Employee |
| Bodily Injury by Disease | \$1,000,000.00 | Policy Limit |
- C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: NONE
- D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.

ITEM 4

The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

TOTAL ESTIMATED STANDARD PREMIUM

WAIVER OF SUBROGATION
INCREASED LIMITS 1000/1000/1000
EMPLOYER LIAB BALANCE TO MIN
SCHEDULE RATE MODIFIER
EXPENSE CONSTANT

Factor	Amount
0.020	
0.014	
(3.00%) 0.970	

TOTAL ESTIMATED ANNUAL PREMIUM

MINIMUM PREMIUM
DEPOSIT PREMIUM

Countersigned by



Issue Date: 04-21-2016

04/21/2016

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**WORKERS' COMPENSATION AND
EMPLOYERS LIABILITY POLICY**

WC 42 03 04 B
Agent Copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

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

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

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

4. Advance Premium: INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on **04/21/2016** at 12:01 a.m. standard time, forms a part of:

Policy No. 0001286467 of Texas Mutual Insurance Company effective on 04/21/2016

Issued to: KT CONTRACTING - CONCRETE SERIES, LLC

Premium:

NCCI Carrier Code: 29939

Authorized Representative

04/21/2016



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-93138

Date Filed:
08/01/2016

Date Acknowledged:

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

KT Contracting - Concrete Series, LLC
Melissa, TX United States

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

City of Allen Texas

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

Bid # 2016-1-69
Annual On-Call Concrete Repair and Trail Maintenance

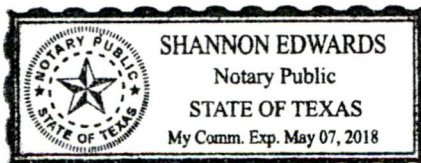
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Brynne Gutierrez
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Brynne Gutierrez, this the 1 day of Aug, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath