

**Asphalt Street Rehabilitation  
Package 5 Project  
RE1704E**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between City of League City (hereinafter called "**OWNER**") and Durwood Greene Construction Co. (hereinafter called "**CONTRACTOR**").

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

**ARTICLE 1. WORK.**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as the **Asphalt Street Rehabilitation Package 5 Project (RE1704E)** and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the Contract Documents.

**ARTICLE 2. CONTRACT DOCUMENTS**

The Contract Documents, which are herein incorporated by reference, include this Agreement, any Addenda, General Conditions, Supplementary Conditions, all specifications and plans, the Bid Proposal submitted by CONTRACTOR and any written modifications, CONTRACTOR'S Performance and Payment Bonds, and all other Bid Documents (including Technical Specifications and Diagrams) for the **Asphalt Street Rehabilitation Package 5 Project (RE1704E)** that are located in the Project Manual for Bid No. **20-CIP-025**.

**ARTICLE 3. ENGINEER.**

The Project has been designed by: **HR Green Engineers**, who is hereinafter called "**ENGINEER**" and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4. CONTRACT TIME.**

The Contract Time begins to run on the date indicated in the Notice to Proceed. Contractor shall mobilize and begin Work in earnest no later than ten (10) calendar days after the date indicated on the Notice to Proceed. The Work will be complete within 230 calendar days after the date the Contract Time commences.

**ARTICLE 5. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows: Three Million, Seven Hundred Eighty-Eight Thousand, Five Hundred Sixty-One Dollars and Fifty Cents (\$3,788,561.50).

## **ARTICLE 6. PAYMENT PROCEDURES.**

CONTRACTOR shall submit, and ENGINEER shall process, Applications for Payment in accordance with the General, Supplementary, and Special Conditions.

- 6.1 **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. The CONTRACTOR must submit its pay estimate as prescribed in the Supplementary and Special Conditions of these Contract Documents. An amount not exceeding ten percent of the total of each progress payment shall be retained by OWNER as allowed by law.
- 6.2 **Final Payment.** Completion and acceptance of the Work by ENGINEER and OWNER is a condition precedent to final payment. Contingent upon completion and acceptance of the Work by ENGINEER and OWNER, the OWNER shall make final payment including payment of retainage as allowed by law.

## **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

To induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined, carefully studied and understands the Contract Documents (including Addenda) and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR visited the site and became familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports, explorations and tests of subsurface conditions and physical conditions at or contiguous to the site. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of such and information and data.
- 7.5 CONTRACTOR is aware of the general nature of work performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.8 Prohibition on Boycotting Israel: Pursuant to Section 2270.002, Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

7.9 Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations: Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five (5) copies of this Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on \_\_\_\_\_.

**OWNER: CITY OF LEAGUE CITY**

**CONTRACTOR: Durwood Greene Construction Co.**

By: \_\_\_\_\_  
John Baumgartner, City Manager

By: \_\_\_\_\_  
Stephen W. Maynard, Vice President

Attest:

By: \_\_\_\_\_  
Diana Stapp, City Secretary

Approved as to Form:

By: \_\_\_\_\_  
Nghiem V. Doan, City Attorney

Address for giving notices:

300 West Walker Street  
League City, Texas 77573

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_



October 16, 2020

Scott Tuma  
Project Manager  
City of League City  
300 W. Walker St.  
League City, Texas 77573

**RE: Recommendation of Award for Resurfacing Project along:  
Various Streets – Glen Cove Subdivision and various streets:  
CIP# RE-1704E – Package # 5  
City of League City Bid ITB 20-CIP-025  
HR Green Job No. 191132**

Dear Mr. Tuma,

Listed below is the summary of bids for the above referenced project. A total of two (2) bids were received on October 14, 2020.

Summary of Bids:

	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>	<u>Total Bid</u>
1. Durwood Green	\$2,512,355.50	\$807,074.00	\$469,132.00	\$3,788,561.50
2. Angel Brothers	\$2,628,196.91	\$855,148.31	\$445,433.34	\$3,928,778.56

We have reviewed the bids for completeness and accuracy. The lowest bid was submitted by Durwood Greene Construction in the amount of \$3,788,561.50. Their summation of the bid totaled to \$3,694,301.50, however our tabulation resulted in a final total of \$3,788,561.50. They have proposed to complete the base bid plus alternate #1 and #2 within 230 days.

We have checked the references submitted by Durwood Greene Construction and have received positive feedback based on past work history from owners who have worked with them. As such, we have determined that the bidder is qualified. Therefore, HR Green recommends that the City award the construction contract for this project to Durwood Greene Construction Co. in the amount of \$3,788,561.50.

The information contained herein and in the attached bid tabulation is provided to you for reference and use in your decision to award the Contract.

Please call me if you have any questions at 713.338.8004.

Sincerely,  
HR GREEN, INC.

Jesus M. Olivas, P.E.

Project Manager



HRGreen.com



COPY

BID PROPOSAL

Date: 10-14-2020

Bid of Durwood Greene Construction Co.  
(Legal Name of Bidder – Company)

- an individual proprietorship
- a corporation organized and existing under the laws of Texas
- a partnership consisting of \_\_\_\_\_
- a joint venture
- other \_\_\_\_\_

FOR:

**CONSTRUCTION OF THE  
GLEN COVE SUBDIVISION AND VARIOUS  
IN SOUTH SHORE HARBOUR**

**CIP# RE-1704E – Package #5  
ASPHALT OVERLAY PROJECT  
BID: ITB 20-CIP-025**

**CITY OF LEAGUE CITY GALVESTON  
COUNTY, TEXAS**

**HR GREEN JOB NO. 191132**

TO:

**CITY OF LEAGUE CITY  
HR Green, Inc.  
11011 Richmond Avenue, Suite 200  
Houston, Texas 77042**

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
 GLEN COVE SUBDIVISION AND VARIOUS  
 IN SOUTH SHORE HARBOUR  
 CIP# RE-1704E - Package #5  
 ASPHALT OVERLAY PROJECT

BID: ITB 20-CIP-025  
 CITY OF LEAGUE CITY  
 GALVESTON COUNTY,  
 TEXAS

HR GREEN JOB NO. 191132

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of Shasta, North Wisconsin, Monterrey, Redwood, Rimrock, Sierra, Mission, Wesley, Sequoia, East Winn, Power, Knollwood, Cove Park in addition to clean up the site to the satisfaction of the Owner/ Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

A. Site Preparation Items - Master Base Bid					
Item	Description	Quantity	Unit	Unit Price	Total Price
1	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	129	STA	\$ 1,200. <sup>00</sup>	\$ 154,800. <sup>00</sup>
2	Milling Existing Asphalt Pavement (2" to 5") (Existing Rdwy & Drwy), In accordance with Drawings and Specifications	7668	SY	\$ 6. <sup>00</sup>	\$ 46,008. <sup>00</sup>
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	20,652	SY	\$ 12. <sup>00</sup>	\$ 247,824. <sup>00</sup>
4	Excavation, In accordance with Drawings and Specifications	5,163	CY	\$ 20. <sup>00</sup>	\$ 9,000. <sup>00</sup>
Subtotal for Site Preparation					\$ 457,632. <sup>00</sup>

**B. Pavement Items - Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
5	8" Asphalt Reclaim (Knollwood) , In-Place Full Depth Cold Flexible Pavement Recycling. Including pulverization of existing material, application of cement slurry, mixing, shapiing, grading, compacting and curing. Complete in Place, In accordance with Drawings and Specifications	1551	SY	\$ <u>11.<sup>00</sup></u>	\$ <u>17,061.<sup>00</sup></u>
6	11" Asphalt Reclaim (Cove Park) , In-Place Full Depth Cold Flexible Pavement Recycling. Including pulverization of existing material, application of cement slurry, mixing, shapiing, grading, compacting and curing. Complete in Place, In accordance with Drawings and Specifications	5816	SY	\$ <u>14.<sup>00</sup></u>	\$ <u>81,424.<sup>00</sup></u>
7	Remove top 3" of Asphalt Reclaim Mix, Complete in Place, In accordance with Drawings and Specifications	7368	SY	\$ <u>4.<sup>00</sup></u>	\$ <u>29,472.<sup>00</sup></u>
8	Cement Slurry for Asphalt Recycling (38lbs/SY), Complete in Place, In accordance with Drawings and Specifications. (Awarded vendor to submit a sample of specified items for inspection/approval by the office of the City Engineer prior to order placement.)	140.00	TONS	\$ <u>250.<sup>00</sup></u>	\$ <u>35,000.<sup>00</sup></u>
9	Crushed Aggregate Base Course (6") (As needed in Select Reclaim Areas at Knollwood and Cove Park), Complete in Place, In accordance with Drawings and Specifications.	2579	SY	\$ <u>22.<sup>00</sup></u>	\$ <u>56,738.<sup>00</sup></u>
10	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	2,944.00	Tons	\$ <u>110.<sup>00</sup></u>	\$ <u>323,840.<sup>00</sup></u>
11	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	2,944.00	Tons	\$ <u>110.<sup>00</sup></u>	\$ <u>323,840.<sup>00</sup></u>

12	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	3,569	Gal	\$ <u>3.<sup>50</sup></u>	\$ <u>12,491.<sup>50</sup></u>
13	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	8,922	Gal	\$ <u>3.<sup>50</sup></u>	\$ <u>31,227.<sup>00</sup></u>
14	Base Repair Asphaltic Concrete Base Course (At Select Areas)(10" Black Base)(1100 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	2,595.00	Tons	\$ <u>100.<sup>00</sup></u>	\$ <u>259,500.<sup>00</sup></u>
15	Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	129	STA	\$ <u>125.<sup>00</sup></u>	\$ <u>16,125.<sup>00</sup></u>
16	8" Base Crushed Limestone (Type A or B)(Grade 1-2), In accordance with Drawings and Specifications	20652	SY	\$ <u>30.<sup>18</sup></u>	\$ <u>619,560.<sup>18</sup></u>
17	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	20652	SY	\$ <u>5.<sup>18</sup></u>	\$ <u>103,260.<sup>18</sup></u>
18	Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications	93.00	Tons	\$ <u>250.<sup>00</sup></u>	\$ <u>23,250.<sup>00</sup></u>
19	SW3P Rock Filter Dam (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	126	LF	\$ <u>40.<sup>00</sup></u>	\$ <u>5,040.<sup>00</sup></u>
20	SW3P Reinforced Filter Fabric Barrier Fence (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	252	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>2,520.<sup>00</sup></u>
21	SW3P Inlet Protection Barrier (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	100	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>1,000.<sup>00</sup></u>
<b>Subtotal for Pavement Items</b>					\$ <u>1,941,348.<sup>50</sup></u>

**C. Construction Traffic Control Items -  
Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
22	Temporary Traffic Handling and Control & Flagmen	5	Mo.	\$ <u>2,000.<sup>00</sup></u>	\$ <u>10,000.<sup>00</sup></u>
<b>Subtotal for Construction Traffic Control Items</b>					\$ <u>10,000.<sup>00</sup></u>

**D. Signing and Pavement Marking Items  
Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
23	2-Way Blue Reflective Marker, Complete in Place, In accordance with Drawings and Specifications	23	Ea.	\$ <u>15.<sup>00</sup></u>	\$ <u>345.<sup>00</sup></u>
24	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	187	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>1,870.<sup>00</sup></u>
25	City Project Signs, Complete in Place, In accordance with Drawings and Specifications	2	Ea.	\$ <u>1,000.<sup>00</sup></u>	\$ <u>2,000.<sup>00</sup></u>
<b>Subtotal for Sign and Pavement Marking Items</b>					\$ <u>4,215.<sup>00</sup></u>

**E. Supplemental Items - Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
26	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	10	Ea.	\$ <u>400.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
27	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	6	Ea.	\$ <u>150.<sup>00</sup></u>	\$ <u>900.<sup>00</sup></u>

Subtotal for Supplemental Items	\$ <u>4,900.<sup>00</sup></u>
<b>GRAND TOTAL MASTER BASE BID</b>	\$ <u>2,418,095.<sup>150</sup></u>

**A. Site Preparation Items - Alternate #1**

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	52	STA	\$ <u>900.<sup>00</sup></u>	\$ <u>46,800.<sup>00</sup></u>
2	Milling Existing Asphalt Pavement (2" to 5") (Existing Rdwy & Drwy), In accordance with Drawings and Specifications	8177	SY	\$ <u>6.<sup>50</sup></u>	\$ <u>53,150.<sup>50</sup></u>
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	5,054	SY	\$ <u>14.<sup>00</sup></u>	\$ <u>70,756.<sup>00</sup></u>
4	Excavation, In accordance with Drawings and Specifications	1,264	CY	\$ <u>20.<sup>00</sup></u>	\$ <u>25,280.<sup>00</sup></u>
Subtotal for Site Preparation					\$ <u>195,986.<sup>50</sup></u>

**B. Pavement Items - Alternate #1**

Item	Description	Quantity	Unit	Unit Price	Total Price
5	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,092	Tons	\$ <u>110.<sup>00</sup></u>	\$ <u>120,120.<sup>00</sup></u>
6	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,092	Tons	\$ <u>110.<sup>00</sup></u>	\$ <u>120,120.<sup>00</sup></u>

7	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	1,323	Gal	\$ <u>3.<sup>50</sup>/<sub>10</sub></u>	\$ <u>4,630.<sup>50</sup>/<sub>10</sub></u>
8	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	3,308	Gal	\$ <u>3.<sup>50</sup>/<sub>10</sub></u>	\$ <u>11,578.<sup>50</sup>/<sub>10</sub></u>
9	Base Repair Asphaltic Concrete Base Course (At Select Areas)(10" Black Base)(1100 lbs/SY), Complete in Place, In accordance with Drawings and Specifications	1,454.0	Tons	\$ <u>100.<sup>00</sup>/<sub>10</sub></u>	\$ <u>145,400.<sup>00</sup>/<sub>10</sub></u>
10	Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	52	STA	\$ <u>125.<sup>00</sup>/<sub>10</sub></u>	\$ <u>6,500.<sup>00</sup>/<sub>10</sub></u>
11	8" Base Crushed Limestone (Type A or B)(Grade 1-2), In accordance with Drawings and Specifications	5054	SY	\$ <u>30.<sup>00</sup>/<sub>10</sub></u>	\$ <u>151,620.<sup>00</sup>/<sub>10</sub></u>
12	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	5054	SY	\$ <u>6.<sup>00</sup>/<sub>10</sub></u>	\$ <u>30,324.<sup>00</sup>/<sub>10</sub></u>
13	Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications	23	Tons	\$ <u>250.<sup>00</sup>/<sub>10</sub></u>	\$ <u>5,750.<sup>00</sup>/<sub>10</sub></u>
14	SW3P Reinforced Filter Fabric Barrier Fence (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	266	LF	\$ <u>10.<sup>00</sup>/<sub>10</sub></u>	\$ <u>2,660.<sup>00</sup>/<sub>10</sub></u>
15	SW3P Inlet Protection Barrier (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	50	LF	\$ <u>10.<sup>00</sup>/<sub>10</sub></u>	\$ <u>500.<sup>00</sup>/<sub>10</sub></u>
<b>Subtotal for Pavement Items</b>					\$ <u>599,202.<sup>50</sup>/<sub>10</sub></u>

**C. Construction Traffic Control Items -  
Alternate #1**

Item	Description	Quantity	Unit	Unit Price	Total Price
16	Temporary Traffic Handling and Control & Flagmen	1	Mo.	\$ <u>7,000.<sup>00</sup></u>	\$ <u>7,000.<sup>00</sup></u>
<b>Subtotal for Construction Traffic Control Items</b>					\$ <u>7,000.<sup>00</sup></u>

**D. Signing and Pavement Marking Items -  
Alternate #1**

Item	Description	Quantity	Unit	Unit Price	Total Price
17	2-Way Blue Reflective Marker, Complete in Place, In accordance with Drawings and Specifications	7	Ea.	\$ <u>15.<sup>00</sup></u>	\$ <u>105.<sup>00</sup></u>
18	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	148	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>1,480.<sup>00</sup></u>
19	City Project Signs, Complete in Place, In accordance with Drawings and Specifications	1	Ea.	\$ <u>1,000.<sup>00</sup></u>	\$ <u>1,000.<sup>00</sup></u>
<b>Subtotal for Sign and Pavement Marking Items</b>					\$ <u>2,585.<sup>00</sup></u>

**E. Supplemental Items - Alternate #1**

Item	Description	Quantity	Unit	Unit Price	Total Price
20	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	5	Ea.	\$ <u>400.<sup>00</sup></u>	\$ <u>2,000.<sup>00</sup></u>
21	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	2	Ea.	\$ <u>150.<sup>00</sup></u>	\$ <u>300.<sup>00</sup></u>

Subtotal for Supplemental Items	\$ <u>2,300.<sup>00</sup></u>
<b>GRAND TOTAL ALTERNATE #1</b>	\$ <u>807,074.<sup>00</sup></u>

**A. Site Preparation Items - Alternate #2**

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	23	STA	\$ <u>900.<sup>00</sup></u>	\$ <u>20,700.<sup>00</sup></u>
2	Remove ACP Pavement and Base for Full Reconstruction (All depths)	5,812	SY	\$ <u>14.<sup>00</sup></u>	\$ <u>81,368.<sup>00</sup></u>
3	Excavation, In accordance with Drawings and Specifications	1,453	CY	\$ <u>20.<sup>00</sup></u>	\$ <u>29,060.<sup>00</sup></u>
<b>Subtotal for Site Preparation</b>					\$ <u>131,128.<sup>00</sup></u>

**B. Pavement Items - Alternate #2**

Item	Description	Quantity	Unit	Unit Price	Total Price
4	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	480.00	Tons	\$ <u>110.<sup>00</sup></u>	\$ <u>52,800.<sup>00</sup></u>
5	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	480.00	Tons	\$ <u>110.<sup>00</sup></u>	\$ <u>52,800.<sup>00</sup></u>
6	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	581	Gal	\$ <u>3.<sup>50</sup></u>	\$ <u>2,033.<sup>50</sup></u>

7	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	1,453	Gal	\$ <u>3.<sup>50</sup></u>	\$ <u>5,085.<sup>10</sup></u>
8	Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	23	STA	\$ <u>125.<sup>00</sup></u>	\$ <u>2,875.<sup>00</sup></u>
9	8" Base Crushed Limestone (Type A or B)(Grade 1-2), In accordance with Drawings and Specifications	5813	SY	\$ <u>30.<sup>10</sup></u>	\$ <u>174,390.<sup>10</sup></u>
10	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	5813	SY	\$ <u>5.<sup>00</sup></u>	\$ <u>29,065.<sup>00</sup></u>
11	Lime (Hydrated Lime)(Dry), In accordance with Drawing and Specifications	26.2	Tons	\$ <u>250.<sup>00</sup></u>	\$ <u>6,550.<sup>00</sup></u>
12	SW3P Reinforced Filter Fabric Barrier Fence (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	54	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>540.<sup>00</sup></u>
13	SW3P Inlet Protection Barrier (Install and Remove), Complete in Place, In accordance with Drawings and Specifications	120	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>1,200.<sup>00</sup></u>
<b>Subtotal for Pavement Items</b>					\$ <u>327,339.<sup>10</sup></u>
<b>C. Construction Traffic Control Items - Alternate #2</b>					
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
14	Temporary Traffic Handling and Control & Flagmen	1	Mo.	\$ <u>7,000.<sup>00</sup></u>	\$ <u>7,000.<sup>00</sup></u>
<b>Subtotal for Construction Traffic Control Items</b>					\$ <u>7,000.<sup>00</sup></u>

**D. Signing and Pavement Marking Items - Alternate #2**

Item	Description	Quantity	Unit	Unit Price	Total Price
15	2-Way Blue Reflective Marker, Complete in Place, In accordance with Drawings and Specifications	3	Ea.	\$ <u>15.<sup>00</sup></u>	\$ <u>45.<sup>00</sup></u>
16	Thermo Pvmt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	32	LF	\$ <u>10.<sup>00</sup></u>	\$ <u>320.<sup>00</sup></u>
17	City Project Signs, Complete in Place, In accordance with Drawings and Specifications	1	Ea.	\$ <u>1,000.<sup>00</sup></u>	\$ <u>1,000.<sup>00</sup></u>
<b>Subtotal for Sign and Pavement Marking Items</b>					\$ <u>1,365.<sup>00</sup></u>

**E. Supplemental Items - Alternate #2**

Item	Description	Quantity	Unit	Unit Price	Total Price
18	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	5	Ea.	\$ <u>400.<sup>00</sup></u>	\$ <u>2,000.<sup>00</sup></u>
19	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	2	Ea.	\$ <u>150.<sup>00</sup></u>	\$ <u>300.<sup>00</sup></u>
<b>Subtotal for Supplemental Items</b>					\$ <u>2,300.<sup>00</sup></u>
<b>GRAND TOTAL ALTERNATE #2</b>					\$ <u>469,132.<sup>00</sup></u>

SUMMARY OF TOTALS	
GRAND TOTAL - MASTER BASE BID	\$ <u>2,418,095.</u> <sup>50</sup>
GRAND TOTAL - ALTERNATE #1	\$ <u>807,074.</u> <sup>00</sup>
GRAND TOTAL - ALTERNATE #2	\$ <u>469,132.</u> <sup>00</sup>
GRAND TOTAL AMOUNT	\$ <u>3,694,301.</u> <sup>50</sup>

CALENDAR DAYS FOR COMPLETION - MASTER BID ONLY	<u>140</u> Days
CALENDAR DAYS FOR COMPLETION - MASTER BID PLUS ALTERNATIVE #1	<u>185</u> Days
CALENDAR DAYS FOR COMPLETION - MASTER BID PLUS ALTERNATIVE #2	<u>185</u> Days
CALENDAR DAYS FOR COMPLETION - MASTER BID PLUS ALTERNATE #1 AND ALTERNATE #2	<u>220</u> Days

GLEN COVE SUBDIVISION AND VARIOUS STREETS  
IN SOUTH SHORE HARBOUR  
ASPHALT OVERLAY PROJECT  
CIP# RE-1704E - Package #5  
BID: ITB 20-CIP-025  
CITY OF LEAGUE CITY  
GALVESTON COUNTY, TEXAS  
HR GREEN JOB NO. 191132

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the City of League City, and to complete the work within calendar days proposed by the contractor after the date the work commences and to complete the project with 30 calendar days after the work is substantially complete.

This bid proposal shall be considered part of the contract.

  
(Signature)

**Stephen W. Maynard**  
(Type Name) **Vice President**

(Title)

  
(Attest)

(Seal, If Bidder is a Corporation)

**Jonathan Greene**  
Vice President

**Durwood Greene Construction Co.**  
(Company Name - Bidder)

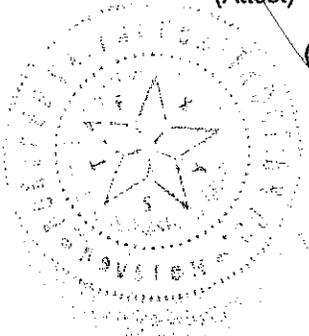
**P.O. Box 1338**  
(Address)

**Stafford, Fort Bend 77497-1338**  
(City) (County) (Zip)

**281-499-1551**  
(Phone No.)

**281-499-1525**  
(Fax No.)

**SMAYNARD@durwoodgreene.com**  
(E-mail Address)



CONSTRUCTION OF THE  
GLEN COVE SUBDIVISION AND VARIOUS STREETS  
IN SOUTH SHORE HARBOUR  
CIP# RE-1704E - Package #5  
ASPHALT OVERLAY PROJECT  
BID: ITB 20-CIP-025

CITY OF LEAGUE CITY  
GALVESTON COUNTY, TEXAS

BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

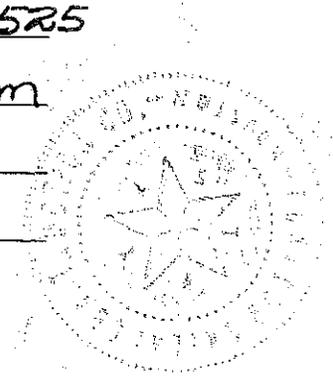
Bidder guarantees product offered will meet or exceed specifications identified in this bid.

**Bidder must initial next to each addendum received in order to verify receipt:**

Addendum #1     *AM*     Addendum #2     *AM*     Addendum #3 \_\_\_\_\_  
Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

**Bidder Must Fill in and Sign:**

NAME OF FIRM/COMPANY: Durwood Greene Construction Co.  
REPRESENTATIVE'S NAME: Stephen W. Maynard  
REPRESENTATIVE'S TITLE: Vice President  
MAILING ADDRESS: P.O. Box 1338  
CITY, STATE, ZIP: Stafford, Texas 77497-1338  
PHONE & FAX NUMBERS: 281-499-1551 Fax No: 281-499-1525  
E-MAIL ADDRESS: S.Maynard@durwoodgreene.com  
AUTHORIZED SIGNATURE: *Stephen W. Maynard*  
DATE: *AM* 10/14/2020



# Texas Public Information Act

## Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears,** you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

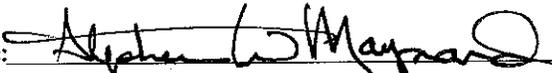
In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state (Please check one):**

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled, and which may be found on the following pages: \_\_\_\_\_  
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Durwood Greene Construction Co.

Signature:  Date: 10-14-2020

Print Name: Stephen W. Maynard Print Title: Vice President  
Vice President Vice President

## BIDDER'S PRELIMINARY STATEMENT OF QUALIFICATIONS

### Preliminary Qualification Statements

The Owner requires that certain criteria be met by each Bidder interested in submitting a Bid for this work. The Bidder must be able to answer "YES" to first three questions below to be eligible to bid on this Project, and "NO" to the last question. If you cannot answer "YES" to the first three questions and "No" to the last question, your Bid will not be opened or considered.

Preliminary Qualification Statements	Answer
My Organization has successfully completed at least five projects similar in cost and scope to this Project in the last five years.	Yes
The amount of my Organization's bonding capacity is at least \$5,000,000.	Yes
My Organization has been in business for a minimum of five years.	Yes
Has your Organization ever been found in default of any contract or had claims on a performance a bond or a claim on a payment bond that the surety funded?	No

### Required Supporting and Background Information

Please complete the attached Statement of Bidder's Qualifications (if requested) regarding your Organization's history and background. Please note that all questions must be answered in the format provided and that a notarized signature is required at the end of the form. Upon request, this document can be provided electronically to assist in your submittal preparation.

### Bidder Qualifications:

A prospective Bidder must, at a minimum, have been in business for five (5) or more years constructing similar types of projects, and shall have the ability to carry one's own bonds. Completion of the Bidder's Statement of Qualifications does not necessarily qualify a prospective Bidder, however, failure to complete and submit the Statement is sufficient in and of itself, to disqualify a Bidder from consideration of Contract award. After receipt of Bids, each Bidder requested to do so shall, within five (5) days, furnish complete information pertaining to its financial conditions and such other evidence deemed necessary to show the Bidder's ability to perform satisfactorily the work on which it has bid, and within the designated time.

The Contractor will not be permitted to assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or its rights, title, or interest therein without the approval of the Owner and the Engineer. As a condition of this Agreement, the Contractor is required to perform at least sixty (60) percent of the work (based on total contract price awarded, complete in place) with personnel directly employed with the individual proprietorship, corporation or partnership which executes the Agreement. Contractor may be required to submit to Owner within five (5) days after receipt of Bids, a list of all subcontractors, suppliers, and other persons and organizations which will be performing the principal items of the work, including the percentage of the work, complete in place, to be performed by each of the named subcontractors.

The following, without limitation, are some of the causes considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

- A. More than one Bid for the same work from an individual, firm, partnership, or corporation.
- B. Evidence of collusion among Bidders.
- C. Performance of work under previous contracts, whether for this Owner or other Owners that failed to comply with contract documents, including without limitation, failure to meet standard of care or exceeding contract time.
- D. Failure to achieve reasonable progress on existing contracts.
- E. Default on previous contracts or for failure to execute contract documents after award.
- F. Existence of sworn discovery in pending litigation that discloses misconduct or willful refusal by the Bidder to comply with the subject contract or instructions of the Engineer/Owner.
- G. Contract lawsuits or arbitrations claiming damages or additional compensation within the past four years.
- H. Evidence of wrongful failure to pay subcontractors, suppliers, vendors, or employees.
- I. Failure to furnish complete information or providing false information on the Statement of Bidder's Qualifications.
- J. Failure to meet the minimum requirements as listed in the Bidder Qualifications section of this Bidder's Statement of Qualifications.
- K. Failure to comply with the INSTRUCTIONS TO BIDDERS.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Durwood Greene Construction Co.

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Stephen W. Maynard  
Vice President

Stephen W. Maynard  
Signature of vendor doing business with the governmental entity

10/07/2020  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Federal Insurance Company

Bid Bond

Bond No. Not Applicable

Amount \$ 5% GAB

Know All Men By These Presents,

That we, Durwood Greene Construction Co.

P.O. Box 1338 Stafford, Texas 77497

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of League City, Texas

City of League City, Purchasing Department, 300 W. Walker, League City, Texas 77573

(hereinafter called the Obligee),

in the sum of Five Percent of the Greatest Amount Bid

Dollars

(\$ 5% GAB ), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

14th

day of

October, 2020

WHEREAS, the Principal has submitted a bid, dated October 14, 2020

for Construction of Glen Cove Subdivision and Various Streets in South Shore Harbour, CIP#RE-1704E -

Package #5, Asphalt Overlay Project Bid: ITB 20-CIP-025. City of League City, Galveston County, Texas, HR

Green Job No.191132

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Durwood Greene Construction Co.

Principal

By: Jerry L. Berry

Jerry L. Berry  
Vice President

Federal Insurance Company

By: Maria D. Zuniga

Maria D. Zuniga Attorney-in-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

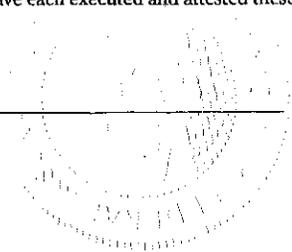
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of July, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 9th day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 18, 2024

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 14th Day of October, 2020



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com