

## SECTION 010480

### BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

Spec. Section	Description	Completed*
	Acknowledgement of All Addenda	<input checked="" type="checkbox"/>
	<b>Bid contains the following forms:</b>	
010200	1. Insurance Coverages (Current Auto and Liability Insurance)	<input checked="" type="checkbox"/>
010300	2. Bid Bond	<input checked="" type="checkbox"/>
010400	3. Proposal (including Unit Price Schedule – if applicable)	<input checked="" type="checkbox"/>
010420	4. Statement of Bidder's Qualifications	<input checked="" type="checkbox"/>
010440	5. List of Proposed Subcontractors	<input checked="" type="checkbox"/>
010460	6. DBE Participation Reporting (FAA Aviation Form)	<input checked="" type="checkbox"/>
010470	7. Bidder Certification Form (FAA Aviation Form)	<input checked="" type="checkbox"/>
010900	8. Davis Bacon Wage Rates (if applicable)	<input checked="" type="checkbox"/>
CIQ	9. Conflict of Interest Questionnaire (Form 1925)	<input checked="" type="checkbox"/>
GTC	10. No Boycott of Israel (At end of City General Terms and Conditions)	<input checked="" type="checkbox"/>

\*Check when filled out, signed, and included with submission of bid packet.

#### Within three (3) days after Bid Opening:

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder and Second Low Bidder Only):

- |        |   |
|--------|---|
| 010600 | 1. Contract (executed by Contractor only) |
|        | 2. Form 1295                              |

#### Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution of the contract:

- |        |  |
|--------|--|
| 010700 | 1. Performance Bond                    |
| 010720 | 2. Payment Bond                        |
| 010800 | 3. Completed Certificates of Insurance |

#### Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

Seal (if incorporated)

Bidder Name: Lochridge-Priest, Inc.

Address: 2901 E. Industrial Blvd

City, State, Zip Code: Waco, Texas 76705

Contractor Number: 74-1460928

Contact Name: James M. Kruse, Jr.

Title: Senior Vice President

Contact Number: 254-379-3265

Contact Email: jimjr@lochridgepriest.com

Signature of Authorized Agent for Bidder:



Date: May 27, 2021

**Killeen-Fort Hood Regional Airport  
KFHRA Terminal HVAC Improvements  
BASE BID  
ISSUE FOR BIDS**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	C-105-6.1	MOBILIZATION	L.S.	1	\$180,477.00	\$180,477.00
2	HVAC	TEMPORARY HVAC SERVICE	L.S.	1	\$47,302.00	\$47,302.00
3	HVAC	TERMINAL BOILER REPLACEMENT	L.S.	1	\$101,310.00	\$101,310.00
4	HVAC	TERMINAL HVAC IMPROVEMENTS	L.S.	1	\$2,949,314.00	\$2,949,314.00
5	ELEC	TERMINAL HVAC ELECTRICAL EQUIPMENT REPLACEMENT	L.S.	1	\$480,043.00	\$480,043.00

**Total Bid - Base Bid** \$3,758,446.00

**Killeen-Fort Hood Regional Airport  
KFHRA Terminal HVAC Improvements  
DEDUCTIVE ALTERNATE 1  
ISSUE FOR BIDS**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	ELEC	TERMINAL HVAC FAN AND VAV TERMINAL ELECTRICAL EQUIPMENT REPLACEMENT	L.S.	(1)	<\$41,615.00>	<\$41,615.00>
<b>Total Bid - Deductive Alternate 1</b>						<u>&lt;\$41,615.00&gt;</u>

Killeen-Fort Hood Regional Airport  
KFHRA Terminal HVAC Improvements  
DEDUCTIVE ALTERNATE 2  
ISSUE FOR BIDS

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	HVAC	TERMINAL HVAC FAN REPLACEMENT	L.S.	(1)	<\$64,575.00>	<\$64,575.00>
Total Bid - Deductive Alternate 2						<\$64,575.00>

SECTION 010440

LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

If the responses below do not clearly indicate that the contract goal for DBE participation has been achieved, documentation shall be attached to clearly demonstrate to the satisfaction of the Owner that a Good Faith Effort has been made as defined and described in Appendix A of 49 CFR Part 26. *We have verified that firms qualified as a DBE for this project are currently certified by the Texas Department of Transportation-Texas Unified Certification Program.* Firms qualified as a DBE for this project shall be certified by the Texas Department of Transportation. Firms qualified as a small business enterprise (SBE) shall be certified by the US Small Business Administration.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

**Type of Work:** Ductwork & Mechanical Pipe Insulation

Subcontractor's Name: Chaparral Insulation

Texas License No.: Not Applicable

Address: 200 Factory Drive, Waco, Texas 76710

DBE: Yes / No (circle one) Contract Amount: \$176,000.00

SBE: Yes / No (circle one)

Date Firm Established: 1982

Annual Gross Receipts (enter the range only):

**Type of Work:** Mechanical Systems Controls

Subcontractor's Name: Climatec

Texas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount: \$318,990.00

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

**Type of Work:** ..... Test & Balance .....  
Subcontractor's Name: ..... Centex Air .....  
Texas License No.: .....  
Address: ..... 16333 Great Oaks Drive Suite 101, Round Rock, Texas 78681 .....  
DBE: ☒ Yes / No (circle one) ..... Contract Amount: ..... \$33,500.00 .....  
SBE: Yes / No (circle one) .....  
Date Firm Established: .....  
Annual Gross Receipts (enter the range only): .....

**Type of Work:** .....  
Subcontractor's Name: .....  
Texas License No.: .....  
Address: .....  
DBE: Yes / No (circle one) ..... Contract Amount: .....  
SBE: Yes / No (circle one) .....  
Date Firm Established: .....  
Annual Gross Receipts (enter the range only): .....

**Bidder (General Contractor):** .....  
Texas License No.: .....  
Address: .....  
DBE: Yes / No (circle one) .....  
SBE: Yes / No (circle one) .....  
Date Firm Established: .....  
Annual Gross Receipts (enter the range only): .....  
By: ..... \*  
Title: .....  
Percent of Contract to be Completed by DBE: .....

\*Signature must be the same as on the Proposal form.

**Notes:**

- (1) This form must be completed and submitted at the time of the bid opening.
- (2) General contractor and subcontractors shall have a certificate of license with the proper classification from the State Contractors Licensing Board before his or her bid is submitted.
- (3) Certificates of license shall be provided with this form at the time of the bid opening.

5. BID BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Lochridge-Priest, Inc.

, as PRINCIPAL, and FCCI Insurance Company

, as SURETY, are held and firmly bound unto the City of Killeen, Killeen, Texas, hereinafter called the OWNER in the penal sum of

5% Dollars

(\$ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted

the accompanying Proposal, dated May 27, 2021, for

**"KFHRA TERMINAL HVAC IMPROVEMENTS"**

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within ninety (90) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several

seals this 27th day of May, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.



SEAL

Witness Cristal Nottingham  
Signature

Witness Cristal Nottingham, AR  
Print Name and Title

Lochridge-Priest, Inc.  
Principal

By Stacy Webb  
Signature

By Stacy Webb, SVP  
Print Name and Title

2901 E. Industrial Blvd

Waco, Tx 76705  
Address

SEAL

Witness Kerr Corbin  
Signature

Witness Kerri Corbin - Agent  
Print Name and Title

FCCI Insurance Company  
Surety

By Dawn Jones  
Attorney-In-Fact - Signature

By Dawn Jones, Attorney-in-fact  
Attorney-In-Fact - Print Name and Title

6300 University Parkway

Sarasota, FL 34240-8424  
Address

NOTE: Power-of-attorney for person  
signing for surety company  
must be attached to bond.



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Monica Hernandez; Everett Phipps; Dawn Jones; Kerri Corbin; Shannon Dickerson; Lisa Nanninga

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 27th day of May, 2021

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



SECTION 010400

BID PROPOSAL

Place \_\_\_\_\_

Date May 27, 2021

Proposal of Lochridge-Priest, Inc.

a corporation organized and existing under the laws of the State of Texas

or

Proposal of \_\_\_\_\_

a partnership consisting of \_\_\_\_\_

or

Proposal of \_\_\_\_\_

an individual doing business as \_\_\_\_\_

To: City of Killeen

This bid results from your advertisement for bids for the construction of the **KFHRA Terminal HVAC Improvements BID No. 21-24.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within **the time allotted based on the awarded schedules of work, which is three hundred and ten (310) consecutive calendar days** (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in SPECIAL PROVISIONS of these Contract Documents.

Basis of Award: Basis of award shall be the lowest aggregate of the Base Bid and Alternates that are within the available project funding. The order in which the aggregate of the combined schedules shall be considered for award is as follow:

1. Base Bid
2. Base Bid + Deductive Alternate 1
3. Base Bid + Deductive Alternates 1 and 2

*\* Due to the nationwide steel shortages, lead times for critical equipment such as chillers, air handlers and electrical panels are outside of the 110 day procurement period allowed by the documents. This will hinder anyones' ability to meet the 310 calendar day time frame.*



Bidder acknowledges receipt of the following addendum (addenda):

\_\_\_\_\_  
Addendum 1 \_\_\_\_\_ and \_\_\_\_\_  
Addendum 2 \_\_\_\_\_  
\_\_\_\_\_  
and \_\_\_\_\_  
\_\_\_\_\_  
and \_\_\_\_\_  
\_\_\_\_\_  
and \_\_\_\_\_

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

It is understood and agreed by the Bidder that the award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45 to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals. Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is **2.16 percent** of the dollar value of this contract. The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

*The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Killeen - Fort Hood Regional Airport to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a Disadvantaged Business Enterprise (DBE). The Killeen - Fort Hood Regional Airport has established a DBE contract goal for this contract. The Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract 2.16% of the dollar value of the prime contract to certified DBE firms as defined in 49 CFR Part 26. All bidders shall submit the following information with their proposal on the forms provided: (1) The names and addresses of DBE firms that will participate in the contract; (2) A description of the work that each DBE firm will perform; (3) The dollar amount of the participation of each DBE firm participating; (4) Written documentation of the Bidder/Offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the participating DBE firms verifying their intent to participate in the project (i.e. Letter of Intent) (6) Evidence of good faith efforts undertaken by the bidder, as described in appendix A to 49 CFR Part 26.*

*All DBE participation documentation must be submitted to the Killeen - Fort Hood Regional Airport quarterly. The DBE contract goals and requirements shall be discussed during the pre-bid meeting.*

Accompanying this Proposal as bid security is a ~~certified check~~ bid bond (strike one)

in the amount of 5% Dollars  
(\$ 5%), being not less than five percent (5%) of the total amount of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

BIDDER: *[Indicate correct name of bidding entity]*

Lochridge-Priest, Inc.

By:

*[Signature]*

*[Printed name]*

James M Kruse, Jr., Senior Vice President

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Stacy Webre

Title:

Senior Vice President

Submittal Date:

May 27, 2021

Address for giving notices:

2901 E. Industrial Blvd.

Waco, Texas 76705

Telephone Number:

254-772-0670

Contact Name and e-mail address:

James M (Jim) Kruse, Jr.

jimjr@lochridgepriest.com

Bidder's License No.:

TACLA28343C, TACLA24360C, M40302, M41036, TECL32275  
*(where applicable)*

NOTES:

Sign in ink. Do not detach.  
Items must be bid upon as specified  
in the Unit Price Schedule.



**AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY,  
CORPORATION, OR PARTNERSHIP**

Name of Business Entity: Lochridge-Priest, Inc.

Which is    ☒ Corporation                      ☐ Professional Corporation  
                 ☐ General Partnership    ☐ Limited Partnership    ☐ Limited Liability Partnership  
                 ☐ Limited Liability Company              ☐ Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: James M. Kruse, Jr.

Title: Vice President

I declare under penalty of perjury that the above is true and correct.

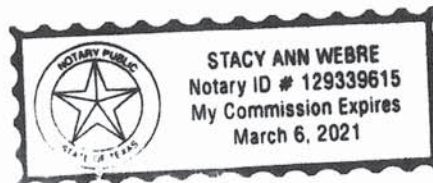
Billy Joe Akins  
Signature

Billy Joe Akins  
Print Name

CEO  
Print Title

Sworn to and subscribed before me this 31 day of Dec, 2018.

Stacy Ann Webre  
Notary Public In and For the State of Texas



My Commission Expires: 3/6/21

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

**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 in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

Not Applicable

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

Not Applicable

\_\_\_\_\_  
Date Adopted 8/7/2

## SECTION 010420

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Lochridge-Priest, Inc.
2. Permanent main office address. 2901 E. Industrial Blvd, Waco, Texas 76705
3. When organized. 1963
4. If a corporation, where incorporated. 1963
5. How many years have been engaged in the contracting business under your present firm or trade name? 58 years
6. How many years has your firm been engaged in projects of similar nature and magnitude? 58 Years
7. Provide 3 project examples similar to this project completed by your firm within the last 5 years and provide contact references for each project. See Attachment A
8. Provide resumes for on-site leadership (Superintendent/Foreman) See Attachment B
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See Attachment C
10. General character of work performed by your company. Mechanical, Electrical & Plumbing
11. Have you ever failed to complete any work awarded to you? No
12. Have you ever defaulted on a Contract? No  
If so, where and why?
13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No  
If so, where and why?
14. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See Attachment C
15. List your major equipment available for this Contract. Ariel Lifts, Crane, Skytrak, Welding Machines
16. Experience in construction work similar in importance to this project. See Attachment C
17. Background and experience of the principal members of your organization, including the officers.
18. Background and experience of the Master Electrician(s) licensed in the state of Texas (issued by the Texas Department of Licensing and Regulation) who have proper skills in supervising, performing, and maintaining the electrical work.



19. Credit available: \$ 6,250,000.00.
20. Give Bank reference: Gennifer Hatfield, Community Bank & Trust, 254-399-6108
21. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
22. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.
23. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:
- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
  - (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
  - (c) Criminal proceedings.

Dated at 2:00 pm this 27th day of May, 2021.

Lochridge-Priest, Inc.

(Name of Bidder)

By [Signature]

James M Kruse, Jr.

Title Senior Vice President

STATE OF Texas )

COUNTY OF McLennan )

SS.

James M Kruse, Jr.

being duly sworn deposes and says that he is

Senior Vice President

of Lochridge-Priest, Inc.

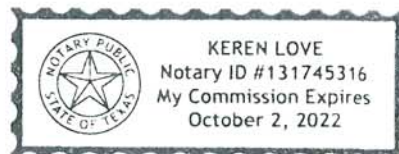
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.  
SUBSCRIBED AND SWORN TO BEFORE ME this 27th day of May, 2021.

[Signature]  
(Notary Public)

My Commission Expires:

10-2-22



## ATTACHMENT A

### Experience with Similar Projects

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#### **Cleburne High School, Cleburne, Texas, Balfour Beatty Construction**

- Start Date: 8/22/17
- Anticipated Completion Date: June 2021
- Type: Educational
- Value: \$13,884,844
- Scope: HVAC Sheet Metal and Plumbing
- GC Contact: Jeremy Blevins (214) 243-4430 [jblevins@balfourbeattyus.com](mailto:jblevins@balfourbeattyus.com)
- Architect: Corgan
- Engineer: Estes, McLure & Associates, Inc.
- Square Ft: 570,000

#### **Lake Belton High School, Temple, Texas, Bartlett Cocke General Contractors**

- Start Date: 6/4/18
- Completion Date: 2/10/21
- Type: Educational
- Value: \$ 15,693,813
- Scope: Hydronic Piping, Sheet Metal and Plumbing
- GC Contact: Jim Brenner (512) 876-1321 [jbrenner@bartlettcocke.com](mailto:jbrenner@bartlettcocke.com)
- Architect: O'Connell Robertson
- Engineer: O'Connell Robertson
- Square Ft: 394,000

#### **Williams Elementary School, Georgetown, Texas, Bartlett Cocke General Contractors**

- Start Date: 5/23/19
- Completion Date: 3/15/21
- Type: Educational
- Value: \$4,359,272
- Scope: HVAC Sheet Metal and Plumbing
- GC Contact: Ryan Rios (512) 326-4223 [rmrios@bartlettcocke.com](mailto:rmrios@bartlettcocke.com)
- Architect: Huckabee
- Engineer: Image Engineering Group, Ltd.
- Square Ft: 122,000



## Stephen Keller

<b>Current Job Title</b>	General Manager of HVAC Operations
<b>Job Responsibilities</b>	Oversee HVAC operations, company-wide
<b>Employment with Lochridge-Priest, Inc.</b>	1/4/16 to Present
<b>Primary Office Location</b>	2901 E Industrial Blvd Waco, Texas 76705
<b>Employment History</b>	Capstone Mechanical 2005 to 2015 – Superintendent Lochridge-Priest, Inc. 2016 to Present – General Manager of HVAC Operations
<b>Education/Training</b>	Texas State Technical College – Associates Degree 30 Hour OSHA Construction Safety & Health Qualified Rigger/Signal Certificate of Training CPR Basic First Aid
<b>Project Experience</b>	Marathon Battery Lockheed Martin Ben E. Keith Wilsonart New McGregor High School New Bosqueville Elementary School Baylor McLane Stadium Baylor Hankamer & Cashion School of Business Baylor Research Innovation & Collaboration (BRIC)



## Doug Reinke

<b>Current Job Title</b>	General Manager of Plumbing/Piping Operations
<b>Job Responsibilities</b>	Oversee plumbing and piping operations, company-wide
<b>Employment with Lochridge-Priest, Inc.</b>	1/5/98 to Present
<b>Primary Office Location</b>	2901 E Industrial Blvd Waco, Texas 76705
<b>Employment History</b>	Lochridge-Priest, Inc. 1979 to 1990 – Pipefitter, Welder, Journeyman Plumber Waco Systems, Inc. 1991 to 1997, Mechanical Piping Supervisor Lochridge-Priest, Inc. 1998 to Present, General Manager of Plumbing/Piping Operations
<b>Education/Training</b>	TSTC Building Construction Plumbing 1984 to 1986, Plumbing Apprenticeship Plumber and Pipefitter Local Union Apprenticeship Program, 1982 to 1984, Apprenticeship Master Plumbing License Responsible Master Plumber Master Medical Gas Endorsement OSHA 30-Hour Certification Qualified Rigger/Signal Certificate of Training Journeyman Plumbing License since 1984 CPR and Basic First Aid
<b>Project Experience</b>	Ben E. Keith Scott & White Central Utility Plant Scott & White CAM/SSB Utility Reroute Scott & White Sleep Lab Bell County Courthouse Bell County Jail Bell County Annex Sanderson Farms Hatchery Baylor University North Village Temple VA Cardiology Russell Stover Candy Plant Scott & White Boiler Addition Scott & White Distribution Center Temple VA Utility Tunnel



## Robert “Bob” Figge

<b>Current Job Title</b>	Piping Superintendent
<b>Job Responsibilities</b>	Oversee piping crews on specific projects
<b>Employment with Lochridge-Priest, Inc.</b>	2/17/88 to Present
<b>Tenure</b>	31 years
<b>Primary Office Location</b>	2901 E Industrial Blvd Waco, Texas 76705
<b>Employment History</b>	Lochridge-Priest, Inc. 1988 to Present – Piping Superintendent
<b>Education/Training</b>	OSHA 30-Hour Certification CPR First-Aid
<b>Project Experience</b>	PPG Pactiv Plastics in Temple Wilsonart Waco VA new Mechanical Building and Co-Gen Balcones Distillery Lake Belton High School Baylor Scott & White Surgical Sciences Building McLane Children’s Hospital Baylor University Chiller and Cooling Tower VA Hospital Baylor University 3 <sup>rd</sup> Street Baylor University East Dorm Project Baylor University Baylor Research and Innovation Collaborative TSTC Underground Chill Water Expansion and Chiller Texas A&M University Agriculture Headquarters Building



## Douglas Shafer

<b>Current Job Title</b>	Senior Project Manager
<b>Job Responsibilities</b>	Manage project financials, coordinate/manage field activities with superintendents and general contractors
<b>Primary Office Location</b>	3149 Kegley Lane Temple, Texas 76502
<b>Employment History</b>	LochrIDGE-Priest, Inc. 1985 to 1985 Waco Systems 1986 to 1991 - Sheet Metal Manager/Superintendent LochrIDGE-Priest, Inc. 1991 to 1995 Rabroker 1995-1997 - Sheet Metal Manager/Superintendent Waco Systems 1997 to 2010 - Sheet Metal Manager/Superintendent LochrIDGE-Priest, Inc. 2010 to Present – Project Manager
<b>Education/Training</b>	Texas State Technical College PHCC “Creating Super Foremen” LG VRF System Training OSHA 30-Hour Certification Qualified Rigger and Signal Person Training Fall Protection Training Sky-Track/Forklift Training Scissor/Boom Lift Training
<b>Project Experience</b>	Fort Hood Barracks Renovation BSW McLane Children’s ED Expansion & MRI Addition BSW McLane Children’s Central Utility Plant Palladio Underground Plumbing Rapid Recovery of Temple Temple ISD Administration Building Santa Fe Business Center Prairieland Detention Center Everman HS Renovation Burleson County Annex Grand Lodge of Texas AHU/Chiller/Boiler Additions Baylor Hankamer Cashion Building Renovation Baylor Memorial Dining Hall Academy Intermediate School Baylor Penland Hall Dining Facility McGregor Primary School Baylor East Village Residential Dorm Mary-Hardin Baylor Nursing Center BSW McLane Children’s OR#5 Addition University High School Allergan Clean Storage Addition



## Josh McCraw

<b>Current Job Title</b>	Project Manager
<b>Job Responsibilities</b>	Oversee all aspects of heavy construction projects
<b>Employment with Lochridge-Priest, Inc.</b>	4/10/18 to Present
<b>Primary Office Location</b>	2901 E Industrial Blvd Waco, Texas 76705
<b>Employment History</b>	Lone Star Gutters 2014 to 2016, Regional Manager Farmers Insurance 2017 to 2018, Commercial Lines and Personal Lines Producer Lochridge-Priest, Inc. 2018 to Present, Project Manager
<b>Education/Training</b>	Bachelors of Business, Tarleton State University OSHA 30-Hour Certification
<b>Project Experience</b>	BSW McKinney 4th Floor Waco VA Admin North Grove Elementary VA Regional Office JSR FT Hood Space Complex MISD Randall Hill Supt Center Midway River Valley Waco VA Regional Roof Hydrant



ATTACHMENT C

CONTRACTS ON HAND				
Job	Class	Number	Contract	% Complete
Waco Ctr for Youth Generator	JHC	ELE200146	220,313.00	88.85%
Mini West Self Storage Elect	JHC	ELE200272	114,950.00	78.40%
Josey Lane Crossing Phase 2	PJB	ELE200359	59,500.00	88.61%
TSTC Waco ITC Renovation	JHC	ELE210000	276,137.00	51.48%
Learning Experience Electrical	PJB	ELE210003	156,114.00	16.12%
Pet Supplies Plus	JHC	ELE210014	70,412.00	69.13%
Pershing Elementary Electrical	JHC	ELE210018	629,468.00	0.38%
Rockwall DFPS Electrical	PJB	ELE210026	115,361.00	37.20%
WISD Paul Tyson Field Electric	PJB	ELE210028	1,033,000.00	1.53%
TSTC Lavaca Site Reclaim Elect	JHC	ELE210038	59,300.00	3.64%
FCHC Electrical Upgrades	PJB	ELE210079	1,451,309.00	37.37%
Fort Const Audi Fort Worth	PJB	ELE210080	985,000.00	0.00%
LPI BSW W Campus Chiller Elec	JHC	ELE210102	65,000.00	3.56%
LPI Venable Electrical	JHC	ELE210130	81,526.00	0.00%
Tarrant Cty Juvenile Center	SLH	FT190470	6,610,120.00	38.80%
BSW McKinney 4th Floor	JBM	FT200091	2,138,554.00	48.74%
Amazon FTW5 Forney	DKS	FT200195	3,410,151.00	83.94%
BSW All Saints GME Reno	WDB	FT200231	265,499.00	92.42%
Keller Senior Activity Center	WDB	FT200347	827,643.00	9.75%
Amazon AMA1	JLW	FT210001	7,293,155.00	11.80%
Denton County Police HQ	SLH	FT210011	2,121,409.00	2.89%
Keller ISD Parkview Elementary	JLW	FT210049	3,555,053.00	0.00%
STR KISD ADA Upgrades	DKS	HC200030	1,390,279.00	51.60%
Amer Const Killeen HS Renos	DKS	HC200031	2,074,763.00	88.37%
Webber Pflugerville ES #22	REH	HC200051	1,053,866.90	81.51%
Webber Pflugerville MS #7	CJB	HC200052	2,869,472.00	80.43%
Bartlett Cocke Liberty Hill MS	CJB	HC200127	2,305,368.00	84.64%
EBCO KISD ADA Upgrade #2 Pkg 3	DKS	HC200152	1,020,921.00	31.60%
JSR FT Hood Space Complex	JBM	HC200216	1,441,089.50	23.73%
TSTC New Residential Hall	DKS	HC200268	2,209,604.00	61.39%
MISD Randall Hill Supt Center	JBM	HC200276	103,320.00	41.42%
TSU Aquatics Center	CJB	HC200277	1,229,610.00	44.52%
BCGC National Warrior Museum	MLM	HC200285	733,904.00	46.26%
SMR GSWRL Temple	REH	HC200286	551,582.00	4.82%
Robinson HVAC Reno Jr H, Prime	CJB	HC200289	1,081,204.98	98.14%
Joeris NE AISD Middle School	REH	HC200322	6,588,378.00	0.09%
FT Hood 56410 Comms Bldg	REH	HC200324	130,982.00	0.42%
Midway River Valley	JBM	HC200364	1,067,350.00	15.48%
FT Hood 69th ADA SSA Warehouse	CJB	HC210013	448,698.00	0.00%
First NB HQ Killeen	CJB	HC210019	923,727.00	29.70%
Waco VA VCS Canteen	CJB	HC210037	814,245.00	1.04%





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2021

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 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	<b>CONTACT</b> NAME: Laurie Carter PHONE (A/C, No, Ext): 972-770-7138 E-MAIL ADDRESS: Laurie.Carter@MarshMMA.com	<b>FAX</b> (A/C, No): 972-404-5580
<b>INSURED</b> Lochridge-Priest, Inc. P.O.Box 154187 Waco TX 76715-4187	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Texas Mutual Insurance Company INSURER B : XL Specialty Insurance Company INSURER C : Phoenix Insurance Company INSURER D : Charter Oak Fire Insurance Company INSURER E : INSURER F :	<b>NAIC #</b> 22945 37885 25623 25615

**COVERAGES****CERTIFICATE NUMBER:** 1040447967**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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CO8M838577	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$2,000 Comp <input checked="" type="checkbox"/> \$2,500 Coll			8108L522213	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00087869LI20A	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	<input checked="" type="checkbox"/> <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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	0001084610	12/31/2020	12/31/2021	<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)

-Additional Insured Form #CG D6 04 (Blanket Additional Insured - Automatic Status When Required) applies to the General Liability Policy  
-Waiver of Subrogation Form #CG D3 16 applies to the General Liability Policy  
-Primary & Non-Contributory Form #CG D3 16 applies to the General Liability Policy  
-Blanket Notice of Cancellation Form #IL T4 05 applies to the General Liability Policy

- Additional Insured Form #CA T4 74 & CA T3 53 apply to the Automobile Liability policy; Coverage is Primary  
- Waiver of Subrogation Form #CA T3 53 applies to the Automobile Liability policy  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Sample  
2901 E Industrial Blvd.  
Waco TX 76705

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.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <p><b>A.</b> Who Is An Insured – Unnamed Subsidiaries</p> <p><b>B.</b> Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p><b>C.</b> Incidental Medical Malpractice</p> <p><b>D.</b> Blanket Waiver Of Subrogation</p> <p><b>E.</b> Contractual Liability – Railroads</p> <p><b>F.</b> Damage To Premises Rented To You</p> |
|--|---|

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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

## **ELECTRONIC DATA LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **ELECTRONIC DATA LIABILITY SCHEDULE**

**Loss Of Electronic Data Limit \$ 1,000,000**

#### **PROVISIONS**

1. The following replaces Exclusion **p.**, **Electronic Data**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

2. The following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the Loss of Electronic Data Limit shown in the Electronic Data Liability Schedule is the most we will pay under Coverage A for damages because of "property damage":

- a. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property; and
- b. Arising out of any one "occurrence".

If the Loss of Electronic Data Limit is left blank in the Electronic Data Liability Schedule, the Loss of Electronic Data Limit will be deemed to be equal to the Each Occurrence Limit or \$1,000,000, whichever is less.

3. The following replaces the definition of "property damage" in the **DEFINITIONS** Section:

"Property damage" means:

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

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

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

## **BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether



this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

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

## **DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

**30**

**PERSON OR**

**ORGANIZATION:**

ANY PERSON OR ORGANIZATION

CONTINUED ON IL T8 03

**ADDRESS:**

SEE IL T8 03

WACO

TX

76715-4187

### **PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

- 1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is 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.

- 2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** 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 by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

#### **D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### **E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(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.

#### **F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### **G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### **H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### **I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### **J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### **Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### **K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and

- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### **L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SHORT TERM HIRED AUTO – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Additional Insured (Lessor):

Any lessor of a "leased auto" under a leasing or rental agreement of less than 6 months.

Designation Or Description Of "Leased Autos":

Any "leased auto" under a leasing or rental agreement of less than 6 months.

#### A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow for **Covered Autos Liability Coverage**.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor of such "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor,

operating a "leased auto" with the permission of any of the above.

3. Coverage for any "leased auto" described in the Schedule applies until the end of the policy period shown in the Declarations or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

#### B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor, if your policy includes Hired Auto Physical Damage Coverage, for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C.** The lessor is not liable for payment of your premiums.

**D. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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

## **EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 60

### **PROVISIONS:**

- A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.



## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

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

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.  
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 12/31/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001084610 of Texas Mutual Insurance Company effective on 12/31/20

Issued to: LOCHRIDGE PRIEST INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

12/28/20

## TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

### Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

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 12/31/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001084610 of Texas Mutual Insurance Company effective on 12/31/20

Issued to: LOCHRIDGE PRIEST INC

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

12/28/20



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Marsh & McLennan Agency, LLC		<b>NAMED INSURED</b> Lochridge-Priest, Inc. P.O.Box 154187 Waco TX 76715-4187	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

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

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

- Blanket 60-Day Notice of Cancellation Form #CA F0 85 applies to the Auto Liability Policy

- Waiver of Subrogation Form #WC420304B Edition 06/14 applies to the Workers' Compensation Policy

- Blanket Notice of Cancellation Form #WC420601 Edition 01/94 applies to the Workers' Compensation Policy

- Blanket Notice of Cancellation Form #XCU100-TX0811 applies to the Umbrella Liability Policy

The General Liability policy includes a Blanket Additional Insured Endorsement to the Certificate Holder only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The General Liability policy contains a Blanket Waiver of Subrogation Endorsement that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

The General Liability policy contains an Endorsement with Primary & Non-Contributory wording that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

The Automobile Liability policy contains language that provides Additional Insured status to the Certificate Holder only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The Automobile Liability policy includes Waiver of Subrogation wording that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

The Workers' Compensation Policy includes a Blanket Waiver of Subrogation Endorsement that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

Umbrella Policy provides Additional Insured status; provides a Waiver of Subrogation as well as includes a Blanket Notice of Cancellation. If the Additional Insured Endorsement is primary on the General Liability it is primary on the Umbrella policy as well. If the Additional Insured Endorsement on the General Liability provides ongoing & completed operations coverage then it provides ongoing and completed operations on the Umbrella policy as well.

## SECTION 010470

### BIDDER CERTIFICATIONS

#### BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS (Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their bid. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States, or;
  - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic product
- To furnish US domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent successful bidder or offeror agrees:

- To the submit to the Owner within 15 calendar days of the sealed bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the bid.
- To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



## Required Documentation

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

05/27/2021

Date

Signature

Lochridge-Priest, Inc.

Company Name

Senior Vice President

Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY  
CONVICTIONS

The bidder must complete the following two certification statements. The bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The bidder represents that it is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note:**

If a bidder is unable to certify above, the bidder is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The bidder therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The information above is true and complete to the best of my knowledge and belief.

James M Kruser, Jr., Senior Vice President

Name and Title of Signer (Please Type)

  
Signature

May 27, 2021  
Date



## CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

### NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

James M Kruser, Jr., Senior Vice President

\_\_\_\_\_  
Name and Title of Signer (Please Type)

  
\_\_\_\_\_  
Signature

May 27, 2021  
\_\_\_\_\_  
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**END OF SECTION**



SECTION 010460

DBE PARTICIPATION REPORTING

Disadvantaged Business Enterprise (DBE) Utilization

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☐ The bidder/offeror is committed to a minimum 2.16% DBE utilization on this contract.

☒ The bidder/offeror (if unable to meet the DBE goal of 2.16% is committed to a minimum of 1 % utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Lochrige-Priest, Inc.

By: \_\_\_\_\_

(Signature)

Senior Vice President

(Title)

**Complete the following for each DBE Firm to be used on the project.**

Name of Bidder/Offeror's Firm:	Lochridge-Priest, Inc.
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Name of DBE Firm:	Centex Air
Address:	16333 Great Oaks Drive Suite 101
City, State, Zip:	Round Rock, Texas 78681
Telephone(s):	512-264-4554
Description of Work to be performed by DBE firm:	Test & Balance

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 33,500.00.

**Affirmation:**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated value as stated above.

By: \_\_\_\_\_  
(DBE Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

**(Submit this page for each DBE subcontractor.)**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

20. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATURE:  DATE: 05/27/2021

PRINT NAME: James M Kruse, Jr., Senior Vice President