

## CHRISTMAS LIGHT INSTALLATION CONTRACT

THIS CONTRACT made effective as of the 25<sup>th</sup> day of October, 2018

BETWEEN:

DecorIQ, LLC  
25014 Kiowa Creek  
San Antonio, TX 78255  
(hereinafter called the "Installer")

- and -

The Customer Identified in Schedule "A" - Customer Information Attached Hereto and Made Part of  
this Contract  
(hereinafter called "Customer")

Customer hereby retains Installer to provide the services and items set out in this Contract, on the following terms and conditions:

### Terms and Conditions

#### 1. Duties of Installer

- (a) Installer will perform the installation at the property identified in Schedule "A" (the "Property").
- (b) The services and items to be supplied by Installer (collectively referred to as the "Display") are listed on Schedule "B" (attached hereto and made a part of this Contract by reference).
- (c) As far as possible, Installer will use Customer's written, verbal or pictorial description to design the Display, in accordance with the price quote contained on Schedule "A" hereof. If Customer requests any changes in design, color, or location after installation of the Display has begun, Customer may be charged additional installation fees.
- (d) Customer acknowledges that Installer cannot guarantee consistent light bulb orientation in the Display, due to the twisting nature of the light strands.
- (e) Installer will only use top quality products to complete the installation, including but not limited to longer-life bulbs, UL-rated outdoor extension cords, and commercial-grade specialty lighting.
- (f) Installer will use best efforts to ensure that no damage is done to the Property, however, Installer can make no guarantees in this regard. Installer's technicians will obtain Customer's consent before using staples, hooks or other fasteners that may damage the exterior of the Property.
- (g) Customer acknowledges that any changes to Customer's design may require additional supplies or labor, and may result in additional fees being charged. Changes requested by Customer to installations already in progress will be charged at the rate of \$60 per hour plus materials.
- (h) Upon completion, all displays shall be inspected by Contractor and a representative of Customer to ensure that the displays meet with Customer's approval.



- (i) Contractor shall have personnel available to respond to emergency repairs upon 48 hours' notice from *November 2018* to *January 2019*. Customer agrees to pay additional charges of \$60 per hour for any emergency call responses between 9 PM and 6 AM.
- (j) With respect to interior installations, Contractor shall not drill holes or insert fasteners or hardware into any wall or floor without Customer approval. All glue and tape residue must be removed when the displays are dismantled, and each area must be returned to its original condition. Contractor will be responsible for the cost to repair any damages that occur as a result of the installation or removal of the displays.
- (k) Installer shall not overload any electrical circuits with more lights than the circuit can safely accommodate.
- (l) All lights, cords, and décor items will remain the property of the installer unless otherwise provided by customer.
- (m) Removal of the Display is included in the installation fee, and will take place on a date mutually agreed to by the parties. Installer will dismantle the Display and store in the appropriate location. If display is leased, installer will provide storage for those particular items. When installing customer owned displays it is the customer's responsibility to store the display. If storage is needed the installer can provide for an additional cost.
- (n) Removal of the displays must be completed no earlier than *January 7, 2019* and no later than *January 15, 2019*.

## **2. Invoices; Payments**

- (a) Customer agrees to pay Contractor for the Services in accordance with the rates set out in the Price Quotation attached as Schedule "A".
- (b) Terms of the agreement are: 50% deposit, 25% after completion of installation and 25% after the Display is removed.
- (c) Invoices unpaid for more than 15 calendar days after the same become due will bear interest at the rate of 1.5% per month (18% per year), or the maximum amount allowed by law (whichever is higher), from the due date until paid.
- (d) Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance.
- (e) Damaged or missing items that are leased will be charged at full retail replacement cost.
- (f) If Customer wishes to dispute any item on Installer's invoice, the dispute must be made to Installer's Customer Service department at 214-728-4532 within 15 days of receipt of the invoice.

## **3. Responsibilities of Customer**

- (a) Customer must ensure that the location(s) is/are empty and prepared for Contractor's employees to begin installing the displays on the agreed installation date, and that Contractor's employees will have clear and unblocked access to the location(s).
- (b) Customer must provide adequate electrical power to run the displays.



- (c) Customer agrees to provide bathroom facilities for Contractor's employees.
- (d) Customer is responsible for making sure that someone is at on site to allow Installer's employee's access to the Property on the agreed dates for installation and removal of the Display.
- (e) It is Customer's responsibility to ensure that the Display can be installed and completed according to the design. If Installer is unable to use standard fastening methods to install the Display due to non-standard or non-conforming elements of the Property (such as eaves, roof edges, porch railings, etc), additional charges may apply.
- (f) When installing banners on light poles, it is the responsibility of the customer to ensure that the poles can withstand the wind resistance against the banner. Installer will not be responsible for damages caused or incurred from the potential risk associated with this type of installation.

#### **4. Safety Requirements**

- (a) At all times when installation is blocking or impeding traffic thoroughfares, appropriate warning signs must be used to notify motorists and traffic cones placed to direct traffic around Contractor's crews during installation.
- (b) Contractor's employees shall wear appropriate safety gear at all times during the installations.
- (c) Contractor shall ensure that any aerial lifts, bucket trucks or other heavy equipment used in connection with the installations are operated only by properly licensed operators.

#### **5. Disposal of Trash**

Contractor shall be responsible for removal and proper disposal of all trash and debris created by the installations.

#### **6. Cancellations**

All cancellations must be in writing and signed by Customer or, if Customer is a body corporate or other entity, by an authorized representative of Customer. A cancellation by Customer within 72 hours of service is subject to a late cancellation fee of \$1000 plus and products purchased.

#### **7. Installer's Right to Refuse Service**

Installer reserves the right to refuse to install the Display if, in Installer's sole opinion:

- (a) installing the Display according to Customer's specifications may pose a hazard or create an unsafe environment for persons or property in the vicinity of the Display; or
- (b) any part of the Property upon which the Display is to be installed may be unsafe or pose a hazard for Installer's workers while preparing the site and/or installing the Display; or
- (c) Customer has failed to provide adequate power sources to run the Display.

#### **8. Warranty**

- (a) Installer will test all lights at the completion of the installation and will leave the Display fully functional. Leased items in the Display will include a warranty through the end of December and there is no warranty provided on customer owned items that were installed. The Installer will replace



any defective or non-working items within 48 hours upon being notified in writing by Customer. Items not covered under warranty will be billed at time and materials.

- (b) Installer will not be responsible for any defects or damage associated with weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Repairs will be billed at time and materials.

**9. Installer Not Liable**

Installer, its owners, employees, agents and subcontractors shall not be held liable for any damage to the Property due to the installation, including damage caused by light clips, staples, hooks or other means of attaching the Display according to Customer's approved design, or for losses suffered by Customer or other persons on Customer's property for inconvenience, personal discomfort, or temporary loss of use or enjoyment of the Property as a result of Customer's decision to retain Installer's services hereunder.

**10. Taxes**

Contractor shall be responsible for remitting its own income taxes, worker's compensation and other employment taxes.

**11. Permits and Licenses; Compliance with Laws**

Contractor shall procure any required permits or licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the provision of its services. Contractor shall comply with all federal, state, county and municipal laws, regulations and codes pertaining to the performance of its obligations hereunder.

**12. Indemnification**

Contractor shall defend, indemnify and hold harmless Customer, its officers, directors, employees, agents and representatives from and against any and all actions, costs, claims, losses, expenses and/or damages, including legal fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant to this Contract, however caused or occasioned, unless caused by the willful misconduct or gross negligence of Customer.

**13. Insurance**

Installer agrees to maintain, at its sole expense, comprehensive general liability insurance at a minimum amount of \$1,000,000.00, and to indemnify and hold Customer harmless from any and all claims arising from any negligent act or omission of Installer. Installer is responsible for carrying worker's compensation insurance on its employees. Installer shall provide Customer with proof of any such insurance, upon request.

**14. Marketing Rights**

Installer reserves the right, and Customer hereby grants Installer the right, to use photographs and/or video images of the Property for Installer's marketing purposes.

**15. Independent Contractor**

The parties agree that Installer is an independent contractor, and that this Contract does not create a relationship of employment, partnership, joint venture or otherwise between the parties.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.



**16. Miscellaneous Provisions**

- (a) This Contract constitutes the entire agreement, whether written or verbal, between the parties with respect to the subject matter hereof, and shall not be supplemented, modified or amended except by an instrument in writing executed by both parties.
- (b) Installer shall not be held liable for any delay or inability to perform its obligations hereunder due to accidents, acts of God, inclement weather or other circumstances beyond Installer's reasonable control.
- (c) This Contract shall be governed by and construed in accordance with the laws of Texas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date first above written.

By or on behalf of  
City of Bastrop, TX:

Signature

*LYNDA HUMBLE, CITY MGR.*  
Lynda Humble, City Manager

By or on behalf of  
DecorIQ, LLC:

Signature

*Mark Metzger*  
Mark Metzger  
Print Name & Title (if any)

**Schedule "A"**  
**Customer Information**

|   |   |                      |  |
|---|---|----------------------|--|
| CUSTOMER NAME:  | City of Bastrop   |                      |  |
| Billing Address:  | PO Box 427  |                      |  |
| City / State (Prov) / Zip (Postal) Code   | Bastrop, TX 78602   |                      |  |
| Phone Number(s):  | Work: 512-332-8920<br>Mobile:<br>Fax:   | Residence:<br>Pager: |  |
| Email Address(es):  |   |                      |  |
| Method of Payment:  | <input type="checkbox"/> Cash <input type="checkbox"/> Company check<br><input checked="" type="checkbox"/> PO # _____ Deposit paid: \$ _____ |                      |  |
| Address of the property at which the Display is to be installed:                | Downtown Main St. (Spring - Walnut)<br>Fisherman's Park/June Hill Pape Riverwalk, 1200 Willow   |                      |  |
| <b>Price Quote*</b>   |   |                      |  |
| Installation fee  |   | 74525.00             |  |
| <i>Additional hours will be billed at the rate of \$60/hour.</i>                |   |                      |  |
| <i>Optional large scale decor options (i.e. tunnel; type to be determined):</i> |   | 35000.00             |  |
| Sales tax   |   | <u>\$0.00</u>        |  |
| <b>TOTAL DUE:</b>   |   | <b>\$109,525.00</b>  |  |
| Date: <u>09</u> / <u>25</u> / <u>2018</u>                                       |   |                      |  |
| Customer Signature: <u>Mark Metzger</u>   |   |                      |  |



**Schedule "B"**  
**Items and Services to be Provided in the Installation**

Refer to Exhibit "A" RFP PK-2018-01.

If there is any discrepancy in any term or condition between the Christmas Light Installation Contract and the RFP, the RFP requirements shall prevail.

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EXHIBIT A to Contract



ORIGINAL

## City of Bastrop REQUEST FOR PROPOSAL

PROPOSAL REFERENCE NUMBER: **PK-2018-01**

PROJECT TITLE: HOLIDAY LIGHTING AND DECORATION  
LEASE, INSTALLATION, MAINTENANCE,  
AND REMOVAL

Projected Dates and Times with Respect to this RFP:

|                                   |  |
|-----------------------------------|--|
| Request for Proposal Release Date | May 31, 2018                                 |
| Proposal Due and Opening          | June 15, 2018                                |
| City Council Approval             | <del>July 10, 2018</del> 8/14/18 Res 2018-59 |

Bidders must submit complete original Proposal Packet  
*No proposals submitted after the above deadline will be accepted.*

Contact: David JuneK, Parks and Recreation Superintendent at  
[djuneK@cityofbastrop.org](mailto:djuneK@cityofbastrop.org).





The City of Bastrop is accepting Competitive Sealed Proposals for **HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION, MAINTENANCE, AND REMOVAL** for the period of November 2018 through January 2019.

**THE COMPLETE ORIGINAL BID PACKET MUST BE SUBMITTED.** Documents will be received by the City Secretary's office, located at 1311 Chestnut Street, PO Box 427, Bastrop, Texas 78602 **UNTIL 2:00 P.M. LOCAL TIME, Friday, June 15, 2018.** Proposals will be publicly opened and read aloud on that day for products/services listed above.

Specifications, proposal forms and instructions are posted on **www.cityofbastrop.org** for vendors to download. The City is not responsible for any vendor's costs associated in the preparation of the proposal. Also, should a vendor bid an alternate product, any test costs to prove equality of product will be at the expense of the vendor, not the City of Bastrop.

**Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.**

**Any technical questions should be directed to David Junek, Parks and Recreation Superintendent at [djunek@cityofbastrop.org](mailto:djunek@cityofbastrop.org).**

The City of Bastrop reserves the right to reject any or all bids, in whole or part, to waive any informality in any bid, and to accept the bid which, in its discretion, in the best interest in the City of Bastrop.

David Junek, Parks and Recreation Superintendent

## **BIDDERS-READ VERY IMPORTANT**

\*\*\* PROPOSER IS TO SUBMIT THE COMPLETE ORIGINAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. \*\*\*

|   |   |
|---|---|
| <b><u>PROPOSAL PACKET:</u></b>          | You must submit every document specified in the proposal packet.  |
| <b><u>PERIOD OF CONTRACT:</u></b>       | Contract will be for the period of November 2018 through January 2019 with an option to renew for one (1) year periods for a maximum of three (3) years.  |
| <b><u>GENERAL CONDITIONS:</u></b>       | <p>This contract shall be for the primary purpose of providing, installing, maintaining, and removing holiday lighting and decorations at the following locations:</p> <ul style="list-style-type: none"><li>• Fisherman's Park/June Hill Pape Riverwalk Trail</li><li>• Downtown Bastrop</li></ul> <p>Funding for this project is contingent upon approval by the City Council in the FY19 budget year.</p> <p>The City of Bastrop reserves the right to purchase services from the next two lowest proposals should the primary vendor (low bidder) be unable to supply the requirements of the City. The next lowest bidder shall be called, if also unable to supply, the third lowest bidder shall be called. If none of the three lowest bidders are able to supply services as required, the City of Bastrop reserves the right to purchase services on the open market.</p> |
| <b><u>ORDERING:</u></b>                 | Services provided (which includes leased materials) under this contract shall be ordered by the issuance of a purchase order by the City of Bastrop.  |
| <b><u>CANCELLATION OF CONTRACT:</u></b> | The City of Bastrop may terminate this contract with a thirty (30) day written notice.  |
| <b><u>INVOICING AND INSURANCE:</u></b>  | Invoices and insurance will be sent to the following:<br>City of Bastrop Public Works Department<br>C/O Parks and Recreation Superintendent<br>PO Box 427<br>Bastrop, TX 78602  |
| <b><u>NON-APPROPRIATION FUNDS:</u></b>  | Non-appropriation of funds for services or purchases by the City of Bastrop shall render this contract null and void.   |
| <b><u>INSURANCE REQUIREMENTS:</u></b>   | Please read the City of Bastrop insurance requirements. Make sure you can meet them as listed. If you are awarded the bid, you must be able to obtain the necessary insurance within five (5) days.   |
| <b><u>QUESTIONS:</u></b>                | Any technical questions regarding these specifications or contract may be directed to David Junek, Parks and Recreation Superintendent, at <a href="mailto:djunek@cityofbastrop.org">djunek@cityofbastrop.org</a> on Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m.  |

## **INTENT**

It is the intent of these specifications to describe the Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal for which the City of Bastrop is requesting bids, in order to establish a one-season contract with an option to renew for one (1) year periods for a maximum of three (3) years.

- Following City Council approval, successful Proposer will be awarded a contract for one (1) holiday season from November 2018 through January 2019. If service has been satisfactory, the contract may be renewed for one (1) year periods for a maximum of three (3) years.
- The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation. Continuing non-performance of the vendor in terms of following specifications shall be a basis for termination by the City of this contract.
- The City may award orders to secondary vendors in cases where contract cannot be fulfilled by the primary source receiving the award.

## **MINIMUM SPECIFICATIONS**

The City of Bastrop is requesting proposals for Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal. Proposals should include the complete cost for the products and labor for lighting installation, maintenance, and removal. All products supplied are leased to the City of Bastrop for the entire contract period. All labor and products shall meet the City of Bastrop specifications included in this RFP.

Associated maps, locations, and representational photos of the holiday lighting and decorations are provided as "Exhibit A". A Bid Sheet is included as "Attachment A" and must be completed and submitted with Proposal. Totals from the Bid sheet must be reflected on "Exhibit A". Additional information, including qualifications, staffing, and safety plan, must be completed and submitted on "Attachment B".

The Contractor shall install holiday lighting and decorations between Monday, November 5, 2018 and Tuesday, November 20, 2018. Following the holiday season, the Contractor shall remove holiday decorations and lighting from January 7, 2019 through Tuesday, January 15, 2019. The Contractor shall provide repair and/or service of lights that malfunction during the contract period.

## **LIQUIDATED DAMAGES FOR DELAY**

**LIQUIDATED DAMAGES FOR DELAY:** Time is of the essence in the completion of projects under this contract because the completion of these projects is for a specified holiday season. While it is difficult to determine the exact amount of damages which the City of Bastrop and the citizens and taxpayers of Bastrop may suffer as a result of any delay in the completion of projects under this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete projects as outlined in paragraph two of Minimum Specifications. Accordingly, for each and every day a project list remains in an unfinished state after the expiration of the time for completion specified in paragraph two of Minimum Specifications, the City of Bastrop shall withhold and deduct from the Contractor's total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

### **Amount of Contract**

### **Amount of Liquidated Damages**

Less than \$5,000  
\$5,000 to \$14,999.99  
\$15,000 to \$24,999.99  
\$25,000 to \$49,999.99  
\$50,000 to \$99,999.99  
\$100,000.00 to \$1,000,000.00

\$60.00 per day  
\$80.00 per day  
\$100.00 per day  
\$120.00 per day  
\$160.00 per day  
\$240.00 per day

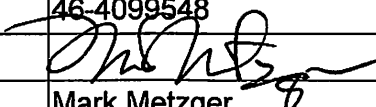
More than \$1,000,000.00

\$500.00 per day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the City of Bastrop as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the Bidder and the City of Bastrop as such. This provision shall not in any way be construed to impose a "penalty" upon the Bidder.

**TERMINATION CLAUSE:** Either party may terminate this agreement by providing the other party thirty (30) days prior written notice to terminate.

#### **SIGNATURE AND COMPANY INFORMATION**

|                                  |   |
|----------------------------------|---|
| Company Name                     | Décor IQ  |
| Mailing Address                  | 25014 Kiowa Creek   |
| Physical Address                 | "same as above"   |
| City, State, Zip Code            | San Antonio, Texas, 78255   |
| Phone Number                     | 210-831-0874  |
| Fax Number                       | n/a   |
| Email Address                    | mmetzger@decoriq.net  |
| Tax ID Number                    | 46-4099548  |
| Signature of Authorized Agent    |  |
| Printed Name of Authorized Agent | Mark Metzger  |
| Title                            | Co-owner, Vice President  |
| Date                             | June 14, 2018   |



**SUBMITTAL OF PROPOSAL**

**REMEMBER, EACH VENDOR IS TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

Be sure the submission envelope is completely and properly identified and sealed, showing the proposal reference number, proposal due date and project name in the lower left-hand corner. Failure to comply may result in a late proposal delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED!**

**Mailing Address or Hand Delivery or Delivery Service**

City of Bastrop, City Hall  
City Secretary's Office  
1311 Chestnut Street  
PO Box 427  
Bastrop, Texas 78602

**PROPERLY IDENTIFIED ENVELOPE (10" x 13" Clasp or Sealed Envelope)**

**(RETURN ADDRESS)**

**(STAMP)**

CITY OF BASTROP  
CITY SECRETARY'S OFFICE  
1311 CHESTNUT STREET  
PO Box 427  
BASTROP, TEXAS 78602

**PROPOSAL REFERENCE NUMBER: PK-2018-01**

**PROPOSAL DUE DATE AND OPENING: Friday, June 15, 2018 at 2:00 P.M.**

**PROJECT NAME: HOLIDAY LIGHTING AND DECORATION LEASE, INSTALLATION AND REMOVAL**

**SUPPLEMENTAL INFORMATION**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has, or will have during the term of this contract, a prohibited interest as that term is defined in Article 1.15, Divisions 1,2, and 3. Code of Ethics, or Conflict of Interest, of the City of Bastrop City Charter and Articles, of the Bastrop Code of Ordinances.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Décor IQ

Name of Contractor

By:

(Signature)

Mark Metzger

(Print Name)

Co-Owner, Vice President

(Title)

Date: 6-15-2018

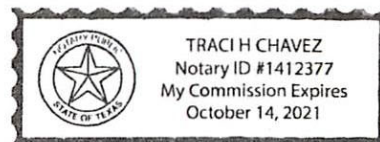
STATE OF Texas §

COUNTY OF Bastrop §

SUBSCRIBED AND SWORN TO before me this 15<sup>TH</sup> day of June, 2018.

Traci H Chavez

Notary Public, State of Texas



### **STATE RECIPROCAL REQUIREMENT**

The City of Bastrop, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601 g v.t.e.s.).

Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? San Antonio, Texas
2. Only if your principal place of business is not in the State of Texas, please indicate:
  - A. In which state is your principal place of business located? \_\_\_\_\_
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? ☐ YES ☐ NO
  - C. If "YES," what is that dollar increment or percentage? \_\_\_\_\_

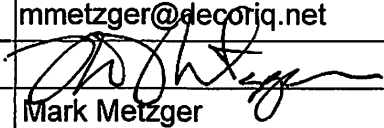
### **NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporations, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

### EXECUTION OF OFFER

It is understood by the undersigned that the right is reserved by the Bastrop City Council to reject any or all written Proposals for this service. The prices stated in response to the RFP includes the furnishings of all products. In compliance with this RFP, and subject to all of the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

Signing this Proposal with a false statement is a material breach of Contract and shall void the submitted Proposal or any resulting Contracts and the Proposer may be removed from all Proposal lists. By signature below the Proposer certifies that it has not given, offered to give nor intends to give any economic opportunity, future employment, gift, loan, gratuity, discount, trip, favor or service to anyone in connection with this Proposal.

|                                  |   |
|----------------------------------|---|
| Company Name                     | Décor IQ  |
| Mailing Address                  | 25014 Kiowa Creek   |
| Physical Address                 | "same as above"   |
| City, State, Zip Code            | San Antonio, Texas, 78255   |
| Phone Number                     | 210-831-0874  |
| Fax Number                       |   |
| Email Address                    | mmetzger@decoriq.net  |
| Signature of Authorized Agent    |  |
| Printed Name of Authorized Agent | Mark Metzger  |
| Title                            | Co-Owner/Vice President   |
| Date                             | June 14, 2018   |



### ACCOUNTS REFERENCE LISTING

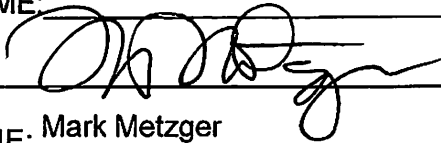
All proposers should enclose an Accounts Reference Listing, having a minimum of three (3) customers where the proposer has supplied the items and services listed in this bid.

Please provide company name, contact person, address, phone number and email address (if known).

| Company Name       | Contact Person   | Address                             | Phone Number | Email Address (if known) |
|--------------------|------------------|-------------------------------------|--------------|--------------------------|
| The Pearl          | Natalie Smith    | 303 Pearl Parkway, S.A., TX 78215   | 210-487-0873 | nsmith@pearlbrew         |
| City of Round Rock | Dave Buzzell     | 221 East Main ST. Round Rock TX     | 210-218-5447 |                          |
| City of Georgetown | Trish Long       | 113 E. 8th St. Georgetown, TX 78626 | 512-931-0714 | trish.long@george        |
| City of San Marcos | Samantha Armbrus | 317 N. LBJ Dr. San Marcos TX 78666  | 512-393-8430 |                          |
|                    |                  |                                     |              |                          |

COMPANY NAME: Décor IQ

SIGNATURE:



PRINTED NAME: Mark Metzger

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in City of Bastrop's bid/proposal process. The City contact referenced on this Request for Proposal will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

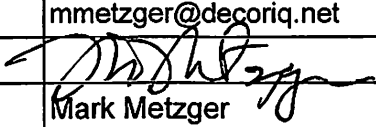
The City of Bastrop recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program  
Texas Building Procurement Com.  
PO Box 13047  
Austin, TX 78711-3047  
(512) 463-5872

**OR**

North Central Texas  
Regional Certification Agency  
624 Six Flags Drive, Suite 216  
Arlington, Texas 76011  
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

|                                  |  |
|----------------------------------|--|
| Company Name                     | Décor IQ   |
| Mailing Address                  | 25014 Kiowa Creek  |
| Physical Address                 | "same as above"  |
| City, State, Zip Code            | San Antonio, Texas, 78255  |
| Phone Number                     | 210-831-0874   |
| Fax Number                       | n/a  |
| Email Address                    | mmezger@decoriq.net  |
| Signature of Authorized Agent    |  |
| Printed Name of Authorized Agent | Mark Metzger   |
| Title                            | Co-owner/Vice President  |
| Date                             | June 14, 2018  |

**CHECK ALL THAT APPLY:**

Minority-Owned Business Enterprises ☐

Women-Owned Business Enterprises ☐

Disadvantaged Business Enterprises ☐

**CITY OF BASTROP**  
**COOPERATIVE PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Bastrop will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this proposal. All purchases by Governmental Entities other than the City of Bastrop will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Bastrop will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

**CITY OF BASTROP**  
**INDEMNIFICATION**

The Contractor agrees to indemnify, hold harmless and defend the City of Bastrop, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the Contractor's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

### INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.

I understand that the indemnification and Independent Contractor provisions are requirements of all City of Bastrop Contracts. I have read the provisions and agree to the terms of these provisions.

Décor IQ

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature

Co-Owner/Vice President

\_\_\_\_\_  
Title

June 14, 2018

\_\_\_\_\_  
Date



**CITY OF BASTROP**  
**INSTRUCTIONS TO PROPOSER**

**1. ELIGIBLE PROPOSERS**

Proposers are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

**2. PROPOSAL DELIVERY**

Proposals must be received in the City Secretary's office prior to the due date and time. It is the sole responsibility of the Proposer to ensure timely delivery of the Proposal packet. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer. Late proposals will be returned to the proposer unopened.

Vendors are reminded that the U.S. Postal Service deliveries may be delayed. Vendors are responsible for on-time deliveries of proposal documents to the City of Bastrop, and are strongly encouraged to use alternate means, such as overnight/hand delivery carriers, or allow ample time for USPS deliveries to be received in time. Additionally, local courier firms and copy shops may accept fax copies, seal them and deliver to the City, for fees, for which the vendor bears responsibility.

**3. PROPOSAL DOCUMENTS**

**Review of Documents:** Proposers are expected to examine all documents that make up the proposal. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the bid. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete proposals.

**Location of Documents:** The Department Head or designee issues Proposals. The location and method of contact is specified in the advertisement and the Proposal.

**Preparation of Proposal:** Each Proposer must furnish the information required by the Proposal on the documents provided. Proposals submitted on other than the forms included in the Proposal package may be considered non-responsive. Any attempt to alter the wording in the Proposal may result in rejection.

**Taxes:** Purchases of goods or services for City use are usually exempt from City, State, and most Federal Taxes. Proposals may not include exempted taxes. The successful Proposer should request a Tax Exemption Certificate from the Finance Department if needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.

**Brand Name or Equal:** If the bid indicates brand name or "equal" products are acceptable, the Proposer may bid an "equal" product as an alternate but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

**Delivery Time:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

**Prices:** Bids shall be firm unless otherwise specified. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

**Signature:** The Proposer must sign each document in the proposal requiring a signature (when applicable). If addenda are issued, the Proposer must initial any physical change made to the proposal.

**Bid bond:** If a bid bond is required for this purchase, the requirement will be reflected in the specifications of the bid package. Cashier's check or an acceptable bid bond in the amount indicated (or in the amount of 5% of the total of the bid submitted) must be submitted at the time the bid is submitted. The bid bond company must be licensed to do business in the State of Texas.

**Proprietary Information:** All documents submitted to the City become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page must be identified and clearly marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Proposal Preparation Costs:** All costs associated with preparing a Proposal in response to a solicitation shall be borne by the Proposer.

**Payment Terms:** All payment terms shall be "Net 30 Days" unless specified in the bid document.

**Credentials:** Copies of W-9, business licenses, professional certifications or other credentials, together with evidence that Proposer, if a corporation, is in good standing and qualified to conduct business in Texas must be included in the Proposal packet.

#### **4. SUBMISSION OF PROPOSAL**

Unless otherwise specified, Proposers are required to submit the following:

- “original” signed Proposal packet;
- one (1) **copy** of original Proposal packet;
- flash drive of completed Proposal packet documents

**Documents Required With Proposal:** ALL DOCUMENTS MUST BE SUBMITTED WITH EACH PROPOSAL PRIOR TO THE DUE DATE.

**Addendums:** Receipt of Addendums must be acknowledged by signing and returning Addendums with the Proposal, if requested. It is the Proposer’s responsibility to obtain, review, sign and return any and all addendums, if requested. Addendums are available through [www.cityofbastrop.org](http://www.cityofbastrop.org) (when applicable) and in the City Secretary’s office. Failure to return any and all issued addendums, if requested may adversely affect the proposer’s opportunity for award.

#### **5. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL**

**Modification of Proposal:** Proposals may be modified in writing at any time prior to the due date and time.

**Withdrawal of Proposal:** Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed by the Proposer) at any time prior to the due date. A Proposal may also be withdrawn in person by a Proposer, provided the withdrawal is made prior to the due date. The Proposer must sign a receipt of withdrawal.

No Proposals may be withdrawn after the due date without forfeiture of the bid security (if required), unless there is a material error in the Proposal. Withdrawn Proposals may be resubmitted, with or without modifications, up to the due date. The City may require proof of agency from person withdrawing bid.

#### **6. OPENING OF PROPOSALS**

The Parks and Recreation Department representative responsible for opening Proposals shall confirm the time and announce the RFP opening. The representative shall then personally and publicly open and read aloud all Proposals received on time.

#### **7. EVALUATION FACTORS AND AWARD**

**Evaluation:** Proposers may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the City may evaluate and award the contract for any item or group of items shown on the Proposal, or any combination deemed most advantageous to the City. Proposals that specify an “all or none” award may be considered if a single award is advantageous.

**Award:** The City of Bastrop shall award the bid to the lowest responsible Proposer or to the Proposer who provides goods or services at the best value for the City. When determining the "best value", the following (example) criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

1. Purchase Price;
2. Reputation of the bidder and the bidder's goods/services;
3. Quality of the bidder's goods or services;
4. Extent to which the goods or services meet the municipality's needs;
5. Bidder's past relationship with the municipality;
6. Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
7. Total long-term cost to the municipality to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

**Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.**

**Acceptance of Proposal:** Acceptance of a Proposal for a one-time purchase will be in the form of a Purchase Order. Acceptance of a Proposal for a supply or service agreement will also be in the form of a Purchase Order. Subsequent purchase releases may be issued as appropriate. The contents of a Proposal shall become a part of the contract. Under no circumstances will the City be responsible for goods or services provided without an acceptance signed by an authorized City representative.

**Reservations:** The City expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City;
4. Waive as an informality minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (a minor informality is one that does not affect the competitiveness of the bidder);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalanced unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

## **8. POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL PROPOSER**

**Certificates of Insurance:** When insurance is required, the Proposer must provide certificates of insurance in the amounts and for the coverage required to the Public Works Department within five (5) business days after notification of intent to award, or as otherwise required by the Proposal specifications.

**Payment, Performance, and Maintenance Bonds:** When payment, performance, and/or maintenance bonds are required, the bidder must provide the bonds, in the amounts and on the conditions required, within fifteen (15) working days after notification of intent to award, or as otherwise required by the bid specifications.

## **9. CONTRACTOR SELECTION**

If awarded, the contract shall be based on the City's evaluation criteria and compliance with bid requirements.

## **10. COMPLIANCE WITH LAWS**

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations, and lawful orders of any public authority bearing on the performances of the services. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. The Contractor warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

**CITY OF BASTROP  
STANDARD TERMS AND CONDITIONS**

1. **INSTRUCTIONS:** READ THIS DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

Standard Terms and Conditions apply to all advertised bids; however, these may be superseded, whole or in part, by the **Instructions to Proposers** or data contained herein.

**\*\*\* VENDOR TO SUBMIT THE COMPLETE ORIGINAL PROPOSAL PACKET TO FACILITATE EVALUATION. IF THE COMPLETE ORIGINAL PROPOSAL PACKET IS NOT SUBMITTED, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION. \*\*\***

2. SHOULD YOU CHOOSE NOT TO BID, FAILURE TO RETURN THE FORM STATING YOUR REASON FOR NOT BIDDING BEFORE THE RESPONSE DUE DATE/TIME MAY RESULT IN REMOVAL OF YOUR FIRM FROM THE BIDDER'S LIST.
3. **These Standard Terms and Conditions apply to any procurement of product or services.**
4. **MAKE-MODEL:** Please quote as listed or give equal. If item offered is other than as indicated, Proposer must state make, model, and part number of product quoted. Equality will be determined by the specifications.
5. **SPLIT-AWARDS:** The City of Bastrop reserves the right to award a separate contract to separate vendors for each item/group, or to award one contract for an entire bid.
6. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term; the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original Proposal will remain in effect.
7. **PRICING:** Funding is contingent upon approval by the City Council for the project in the Fiscal Year 2019 budget which begins October 1, 2018. Price(s) quoted must be held firm until that date to allow for evaluation unless otherwise noted in the bid document.



8. **PAYMENT TERMS:** All Payment terms shall be net 30, and shall be made on approved invoices in accordance with the Texas Prompt Payment Act.
9. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference in the Request for Proposal is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison unless otherwise noted. Bids on brands of like nature and quality will be considered unless specifically excluded. If bidding on other than reference, Proposal must certify article offered is equivalent to specifications. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.**
10. **DELIVERY PROMISE-PENALTIES:** Proposals MUST show the number of calendar days required to placing the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a Proposer to meet delivery promises without valid reason may be cause for removal from the Bidder's List. When Delivery delays can be foreseen, the Proposer shall give prior notice to the designated City contact who shall have the right to extend the delivery due date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free delivery and storage.
12. **CORRESPONDENCE:** The proposal reference number must appear on ALL correspondence, inquiries, etc., pertaining to the bid/quotation.
13. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any and all claims involving patent right infringement or copyrights on goods supplied.
14. **EVALUATION:** Response to specification is primary in determining the Lowest Responsible Bid.
15. **FUNDING:** The City of Bastrop is a home-rule, municipal, government operated and funded on October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available
16. **ASSIGNMENT:** The successful bidder shall not assign, sell, transfer or convey this contract in whole or in part, without the prior written consent of the City.
17. **AUDIT:** The City of Bastrop reserves the right to audit the records, as it pertains to this proposal, and performance of the successful bidder during the term of the contract and for three years after the contract is completed.

18. **INSURANCE:** The City requires vendor(s) to carry the minimum insurance as required by State Law.
19. **PROTEST:** All protests regarding the Proposal solicitation process must be submitted in writing to the Department Head or designee listed in this document within five (5) working days following the opening of Proposals. This includes all protests relating to advertising of Proposal notices, deadlines, openings, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the bidding process.
  - This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
  - Failure to Protest within the time allotted shall constitute a waiver of any protest.
20. **BID SUMMARY SHEET:** Proposer desiring a copy of the bid summary/tabulation may request same by enclosing a self-addressed stamped envelope with Proposal. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** If you have any questions, please contact the City of Bastrop Public Works Department (512) 332-8920.
21. **LATE PROPOSALS:** Proposals received in the City Secretary's office after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Bastrop is not responsible for lateness of mail, carrier, etc.
22. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the Proposal, guaranteeing authenticity.
23. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, or facsimile Proposals will be considered.
24. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or effect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made by the City of Bastrop in writing.
25. **ADDENDUMS:** Any interpretations, corrections, or changes to this Proposal and Specifications will be made by an addendum. Sole authority to issue addendum shall be vested in the City of Bastrop. Addendum will be sent to all who are known to have received a copy of the Request for Proposal. Proposers shall acknowledge receipt of all addendums by signing and returning in proposal packet (if requested).
26. **INDEMNIFICATION:** Contractor Shall, release, defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), property damages (including loss of use),

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

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

27. **TERMINATION FOR DEFAULT:** The City of Bastrop reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to either: 1) meet delivery schedules; or 2) otherwise conform to these specifications. Breach of contract or default authorizes the City to award bid to another bidder, purchase elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.
28. **TESTING:** City of Bastrop reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
29. **REMEDIES:** The successful bidder and City of Bastrop agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Bastrop County, Texas.
31. **SILENCE OF SPECIFICATION:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused,

of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

32. **NO BIDS:** If bidder does not wish to bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at the same location as stated for bidding. If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive request for bids/quotes, bidder shall be removed from bid list. If, however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state particular product and/or service under which you wish to be classified. The City of Bastrop is very conscious and extremely appreciative of the time and effort you have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request, which may have influenced your decision to "NO BID".
33. **F.O.B/DAMAGE:** Bids shall be F.O.B. inside Delivery, Municipal Facility, Bastrop, Texas, and shall include all delivery and packaging costs. The City of Bastrop assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
34. **BID OPENINGS:** All Proposals submitted will be read at the City's regularly scheduled bid opening for the designated project. **However, the reading of a Proposal at bid opening should not be construed as a comment on the responsiveness of such Proposal or as any indication that the City accepts such Proposal as responsive.**

The City will make a determination as to the responsiveness of Proposals submitted based upon compliance with all applicable laws, City of Bastrop purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful Proposer upon award of the contract and, according to state law, all Proposals received will be available for inspection at that time.

35. **TERMS:** The terms and conditions of the Proposal will be considered when evaluating for award. The City will compute and consider prompt payment discounts, if any, offered by a vendor in determining the low bid.
36. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of the City Of Bastrop to restrict these Proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to existing like items. Offerors may offer items to equal stature and

the burden of proof of such stature rests with offerors. City of Bastrop shall act as sole judge in determining equality and acceptability of products offered.

37. **RIGHT OF INSPECTIONS:** City shall have the right to inspect the goods upon delivery before accepting them. Vendor shall be responsible for all charges for the return to vendor of any goods rejected as being nonconforming under the specifications.
38. **CONTRACT RENEWALS:** Renewals may be made ONLY by written agreement between the City of Bastrop and the offeror.
39. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Bastrop until the City actually receives and takes possession of the goods at the point (s) of delivery, after inspection and acceptance of goods.
40. **CONFLICT OF INTEREST:** The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Bastrop Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.
41. **TARGET BASTROP:** In performing this contract, Contractors agrees to use diligent efforts to purchase all goods and services from Bastrop businesses whenever such goods and services are comparable in availability, quality, and price.
42. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

43. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
44. **NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
45. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. The City of Bastrop may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
- A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Be otherwise qualified and eligible to receive an award.
46. **NON-RESIDENT BIDDERS:** Texas Government Code, Chapter 2252: Non-resident Bidders. Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
47. **ALTERNATE AWARD:** The City of Bastrop reserves the right to award a vendor's bid as an "ALTERNATE AWARD". The alternate vendor's bid shall remain in effect for the term of the awarded contract. Should the primary vendor become unable or unwilling to complete the contract term, the alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.



**NO BID SHEET FOR**

**PK-2018-01**

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Bastrop  
Parks & Recreation Department  
1209 Linden Street  
PO Box 427  
Bastrop, TX 78602**

Please check the items that apply:

- ☐ Do not sell the item(s) required.
- ☐ Cannot be competitive.
- ☐ Cannot meet the Specifications highlighted in the attached Bid.
- ☐ Cannot provide Insurance required.
- ☐ Cannot provide Bonding required.
- ☐ Cannot comply with Indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City.
- ☐ Other reason.

Company Name:

---

Authorized Officer or Agent Signature:

---

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

## **INSURANCE COVERAGE REQUIRED**

**SECTION A.** The awarded vendor shall furnish a completed Insurance Certificate to the City within five (5) days after the award, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage's, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.**

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

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

### *1. Worker' Compensation*

- (a) Statutory Limits:
- (b) Employers' Liability - Worker's compensation with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

### *2. General Liability*

- (a) Combined bodily injury - \$1,000,000 per occurrence and property damage
- (b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

### *3. Auto Liability*

- (a) Bodily injury - \$500,000
- (b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the Public Works office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Vendor shall deliver to the City a replacement certificate in compliance with this contract.

The Vendor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Vendor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Vendor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Bastrop shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

**FORM CIQ**

OFFICE USE ONLY

Date Received

|   |  |
|---|--|
| 1 | Name of person who has a business relationship with local governmental entity. |
|---|--|


**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

**3** Name of local government officer with whom filer has employment or business relationship.

☐ Yes      ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

4.   
Signature of person doing business with the governmental entity

June 14, 2018  
Date

**Form TGC 2270**  
**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270**

Contract identifier: \_\_\_\_\_  
Department: \_\_\_\_\_

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: \_\_\_\_\_

Print Name of Person:  
Signing, Title, and  
Company

Mark Metzger

Co-owner, Vice President Decor IQ

Date signed: \_\_\_\_\_

6-15-2018

STATE OF TEXAS §  
COUNTY Franklin §

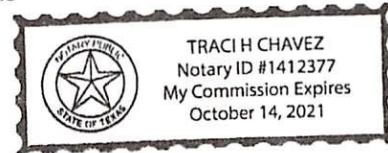
BEFORE ME, the undersigned Notary Public on this day personally appeared Mark Metzger (Name), on behalf of Decor IQ (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this 15<sup>th</sup> day of June, 20 18.

Traci A Chavez  
NOTARY OF PUBLIC,  
FOR THE STATE OF TEXAS

My Commission Expires:

OCT. 14, 2021



Government Code § 2270.002. Provision Required in Contract  
Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**The following definitions apply:**

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise 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.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

**State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.**

EXHIBIT A

Professional Holiday Lighting  
and Decoration Lease,  
Installation, Maintenance, and  
Removal

---

*This is an "all or nothing" bid.*

Please include the following in the total cost of your proposal:

Installation and Removal of Lights and Decorations:

**Total Product and Labor Cost**

*(Should match totals from Exhibit A)*

1.) Downtown

Main St. (Spring St. – Walnut St.)

\$ 28,320.00

2.) Fisherman's Park/June Hill Pape Riverwalk

Bastrop "River of Lights"

1200 Willow St.

\$ 46,205.00

Total Contract price

\$<sup>0</sup> 74,525.00



Attachment A- Bid Sheet  
Christmas Lighting and Decoration Products and Services  
Downtown - Including Installation, Maintenance, and Removal

| No. | Description   | Specifications  | Estimated Quantity | Cost Per Unit (tree, foot, etc.) | Total     |
|-----|---|---|--------------------|----------------------------------|-----------|
| 1   | Install/remove lights in trees (trunks, branches, canopies).                | The bidder will install/remove, per tree, an average of 12,000 warm white 5mm LED lights with 4" bulb spacing on green wire installed on the trunk and branches at a 4" spaced wrap and installed in the leaves on the outer canopy of the tree. Note: In 2017 the largest tree took 16,000 lights to light the trunk, branches and canopy. | 13 trees           | 1,800.00                         | 23,400.00 |
| 2   | Install/remove lighted garland on lamp posts.                               | The bidder will install/remove garland with a minimum of 14' wide green LED lit artificial pine branch garland with no fewer than 250 tips per 9'.  | 18 posts           | \$ 140.00                        | 2,520.00  |
| 3   | Install/remove ornamented garland on lamp posts in Pine Street parking lot. | The bidder will install/remove ornamented garland that will be wrapped around the lamp posts with spacing no more than 4 feet between wraps.  | 15 posts           | \$ 160.00                        | 2,400.00  |

**Fisherman's Park/June Hill Pape Riverwalk - Including Installation, Maintenance, and Removal**

| No. | Description   | Specifications  | Estimated Quantity | Cost Per Unit (tree, foot, etc.) | Total     |
|-----|---|---|--------------------|----------------------------------|-----------|
| 1   | Install/remove lights on pipe railing and fencing.                                | The bidder will install/remove lights on all pipe fencing/railing. It will be wrapped in warm white LED lights. The bulbs are to be 5mm, concave and spaced no more than 4 inches apart. The spacing between wraps are to be no more than 4' apart. Most of the fencing/railing is located within the main area of the park. This also include the stairway entrances behind the Gastrop Public Library, Wells Fargo, and Ferry Park.<br>NOTE: For railings that have 3 sections & 3 horizontal rails per section, only the bottom 2 rails and outermost of each section will be wrapped. | 12,000 feet        | 1.00                             | 12,000.00 |
| 2   | Install/remove lights on black iron fencing.                                      | The bidder will install/remove lights on a section of black iron fencing halfway down the Riverwalk. The top and bottom horizontal rails will be wrapped in warm white LED lights. The bulbs are to be 5mm, concave and spaced no more than 4' apart. The spacing between wraps will be no more than 4' apart or at least 1 wrap in between vertical rails.   | 850 feet           | 1.00                             | 850.00    |
| 3   | Install/remove light wraps on trees inside the park and along the Riverwalk.      | The bidder will install/remove lights in designated trees in the park and along the Riverwalk. These trees will be wrapped 14' high in warm white LED lights. This includes from base of the trunk and all branches up to the 14' mark. The bulbs are to be 5mm, concave and spaced no more than 4' apart. The spacing between wraps are to be no more than 4' apart. These trees will be marked at the base with white paint.  | 65 trees           | 150.00                           | 9,750.00  |
| 4   | Install/remove light wraps/drops on trees along the Riverwalk                     | The bidder will install/remove lights in designated trees along the Riverwalk. These trees will be wrapped 14' high in warm white LED lights and will include blinking light drops. This includes the base of the trunk and all branches up to the 14' mark. The bulbs are to be 5mm, concave and spaced no more than 4' apart. The spacing between wraps are to be no more than 4' apart. The light drops shall not exceed 20" in length and shall be at a reasonable height above the ground. Trees will be marked at the base with blue paint.   | 25 trees           | 205.00                           | 5,125.00  |
| 5   | Install/remove lighted garland on lamp posts in the park and along the Riverwalk. | The bidder will install/remove garland with a minimum of 14' wide green LED lit artificial pine branch garland with no fewer than 250 tips per 9'. Each will include outdoor nylon 18" red structural bows at the top of the light poles.   | 42 posts           | 140.00                           | 5,880.00  |
| 6   | Install/remove lighted garland on overlooks along the Riverwalk.                  | The bidder will install/remove garland with warm white LED lights that will be fixed in a method in the bidders best judgment along the top railing of each of the overlooks.   | 2 overlooks        | 450.00                           | 900.00    |
| 7   | Install/remove tree of lights   | The bidder will install/remove 12' tree of lights in the park. The spots will be identified before the time of installation.  | 3 trees            | 900.00                           | 2,700.00  |
| 8   | Install/remove large Christmas tree   | The bidder will install/remove a 24' branched frame tree that is warm white LED lighted and ornamented. It will include a 3' star topper.   | 1 tree             | 9,000.00                         | 9,000.00  |

**LIGHT TUNNEL: Fisherman's Park/June Hill Pape Riverwalk - Including Installation, Maintenance, and Removal**

OPTIONAL BID: This option is separate and apart from the base bid and will be awarded separately, if chosen by the City.

| No. | Description  | Specifications  | Estimated Quantity | Cost Per Unit (tree, foot, etc.) | Total     |
|-----|--|---|--------------------|----------------------------------|-----------|
| 1   | Lighted tunnel to be placed in either Fisherman's Park or along the June Pape Riverwalk. (TBD) | 3-D round tunnel with aluminum frame with LED lights. | 50 feet            | 35,000.00                        | 35,000.00 |

COMPANY NAME: Decor IQ

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME: Mark Metzger

EMAIL ADDRESS: mmetzger@decoriq.net

\*By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the

## **ATTACHMENT B**

### **A. Additional Instructions and General Conditions**

By submitting a Proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing quality personnel to achieve the City's objectives.

Submitted Proposals are not to be copyrighted.

### **B. Execution of Agreement**

The agreement for services shall be signed by the successful Proposer and returned with the required insurance within five (5) days, not including Sundays and legal holidays, after the City has provided written notice that the contract has been awarded. Failure to execute agreement and file acceptable insurance documents as provided herein shall be just cause, at City option, for annulment of the contract award.

Should the successful Proposer decline to execute a contract, City Council has the option to either reject all Proposals and call for new Proposals or accept one of the other Proposals.

### **C. Award**

The City will evaluate and award based on completeness of bid packet, price quoted, qualifications, and references.

### **D. Qualifications (Complete a-d below) Please leave no blanks. Put N/A if applicable.**

a.) Provide a brief profile of the firm such as the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.

Décor IQ is a Texas based corporation founded in 2014. Décor IQ offers professional holiday décor display design, sales, lease, installation and removal services to organizations and municipalities throughout Texas. Décor IQ has one primary office in San Antonio, Texas and employees 11 full time permanent employees, and 40 full time temporary employees.

b.) Provide a general description of the firm's financial condition and identify any conditions (i.e. bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the work.

Décor IQ is of strong and stable financial condition. There is no bankruptcy, pending litigation, planned office closures or impending mergers.

c.) Describe the firm's experience in providing similar work and highlight the participation in such work by the proposed staff for this RFP.

Décor IQ has significant experience providing similar holiday décor installation services. Décor IQ's owners have holiday décor installation experience dating back to 1995. Our proposed staff has extensive experience installing and removing large scale holiday décor displays for municipalities throughout Texas.

d.) Identify subcontractors, by company name, address, contact person, telephone number, and their function in relating to the work under this RFP (if applicable).

No subcontractors will be used.

**E. Staffing (Complete a – b below)**

a.) Provide list of key personnel to perform work under this proposal and a description of their applicable work experience. *(Key personnel must be available for the duration of the work and no key personnel shall be removed or replaced without the prior written concurrence of the City.)*

Abraham Rajezi - 7 years of holiday décor installation/removal experience  
Everado Esqueda - 10 years of holiday décor installation/removal experience  
Jose Garcia- 10 years of holiday décor installation/removal experience

b.) If applicable, list any required licenses of key personnel needed to perform the work under this Proposal.

N/A

**F. Pricing**

a.) Pricing is to be based on description and specifications in ATTACHMENT A and in EXHIBIT A. Any exceptions to, or deviations from, the requirements of this RFP where Proposer wishes to propose alternative approaches to meeting the City's requirements, should be thoroughly explained below:

### **G. Approach Plan**

a.) You will be responsible for any unnecessary damage to landscape and properties. Will you be able to protect the turf from damage caused by lift trucks? If so, how?

Yes, primarily by limiting driving on turf,, and secondly putting down plywood to protect turf if necessary, and where lifts are imperative. We will not drive on wet turf unless absolutely necessary to keep the lighting schedule and fill in any ruts or tire tracks if required.

### **b.) Maintenance Plan**

Describe plan to ensure maintenance of lighting and decorations throughout the term of the contract.

Regular post installation visits to the site to proactively identify any issues and check for potential problems. 24 to 48 hour response to display outages or issues. A site inspection prior to City scheduled special events such as a lighting ceremony or parade.

### **c.) Safety Plan**


Describe safety plan to ensure all employees and equipment during holiday light installation and removal. The City expects awarded vendor to follow all OSHA Regulations and electronic devices are prohibited from premises that are not required to be used while operating equipment or spotting communications.

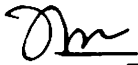
Do all your employees have the necessary safety training and fall equipment needed?  
If not, please explain. ☒ YES ☐ NO


We have regularly scheduled safety courses to ensure all employees operate in a safe manner that follows OSHA regulations and procedures. All climbing gear and fall protection is up to date.


### **H. SCOPE OF WORK**

Please initial indicating your acknowledgment of the following requirements:

 Lighting and decorations will be installed between Monday, November 5, 2018 and Tuesday, November 20, 2018. Lights should be fully tested by November 20<sup>th</sup>.

 Lighting and decorations will be removed between the period of Monday, January 7, 2019 through Tuesday, January 15, 2019.

 Proposer will provide lights that are commercial grade light emitting diode ("LED") and prices will include installation and removal of all provided materials including, but not limited to, extension cords, clips and other items as needed. All products shall be leased to the City from November 5, 2018 for the contract period.

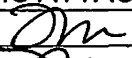

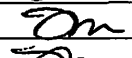
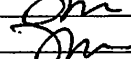


 Proposer shall provide repair and/or service of lights that malfunction within 2 days of notification of such malfunction. Vendor must supply after hours phone number for reporting maintenance.

After Hours Number: 210-831-0874

 Samples of all lighting and decorations shall be preapproved by City staff prior to installation.

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

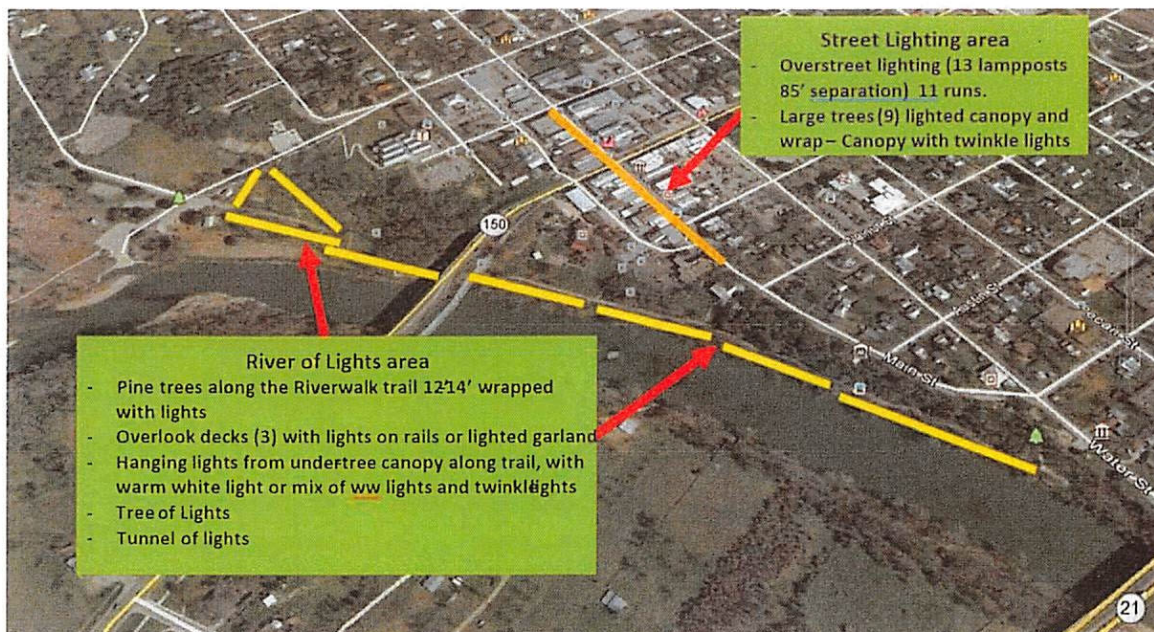
| DOCUMENT   | INITIAL TO INDICATE DOCUMENT IS ATTACHED TO PROPOSAL                                |
|--|---|
| Complete RFP Packet, copy, & flash drive with all forms. * |  |
| Credentials (W-9, licenses, proof of good standing etc.)   |  |
| Conflict of Interest Disclosure *                          |  |
| "Does Not Boycott Israel" *                                |  |
| Holiday Light and Decoration Summary                       |  |
| Attachments A and B *                                      |  |

\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

## MAPS: GENERAL AREAS AND SPECIFIC LOCATIONS

- I. General Project Area Overview Map
- II. Downtown – Main Street (Spring Street – Walnut Street)
- III. Bastrop “River of Lights”  
Fisherman’s Park/June Hill Pape Riverwalk  
1200 Willow St, Bastrop, TX 78602

### I. General Project Area Overview Map

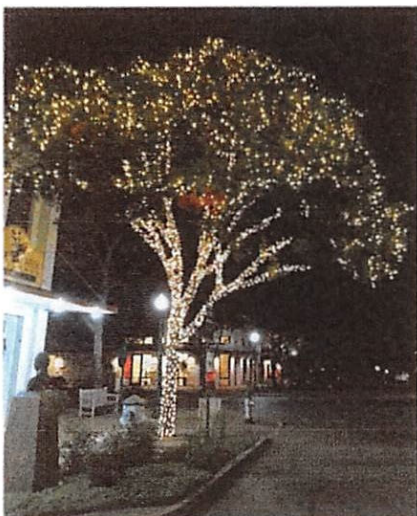




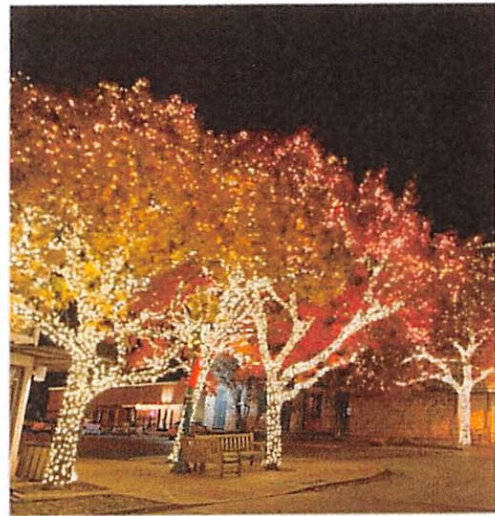
## II. Downtown: Main St. Trees (Spring St. – Walnut St.)



- Trees Lighted
- Qty 9 trees
  - Warm White on trunk and branches
  - Warm White on canopy mixed with twinkle lights



Lighted  
trunks  
and  
canopy  
mixed  
with  
twinkle  
lights.





**III. Bastrop “River of Lights”**  
**Fisherman’s Park & June Hill Pape Riverwalk**  
**1200 Willow St.**



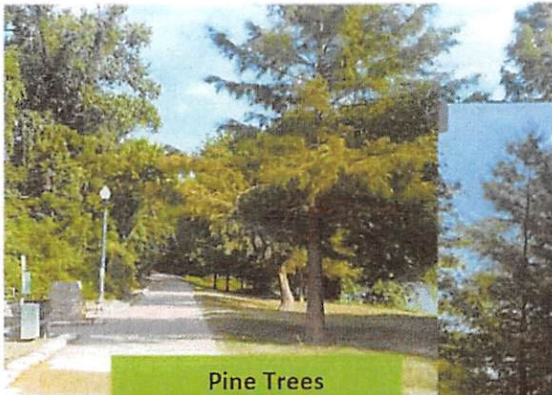




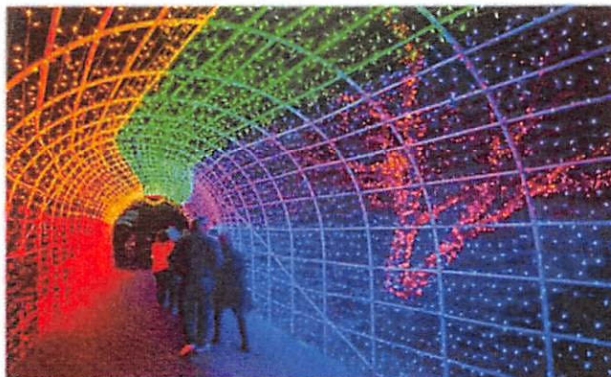
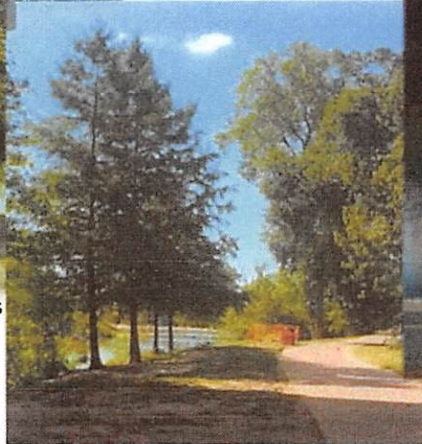
- Lights hanging concept
- Warm white lights hanging down in areas throughout the trail for an intimate setting
  - Not too low to prevent anyone reaching for them



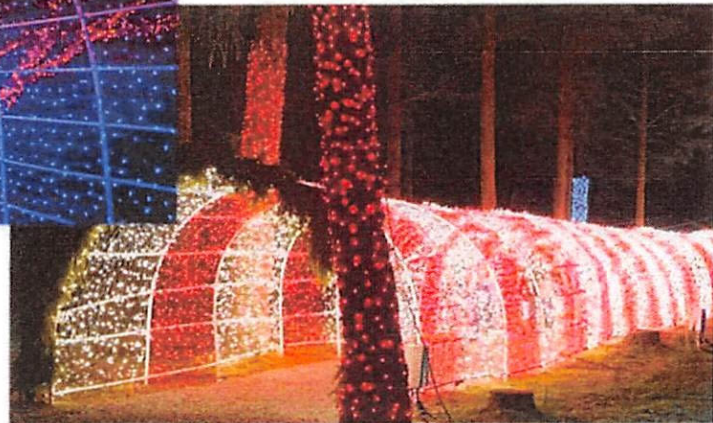




**Pine Trees**  
 - Option to light pine trees similar in height throughout the trail



**Light Tunnels**  
 - Can explore the cost associated with building a light tunnel in the park, and/or in the trail

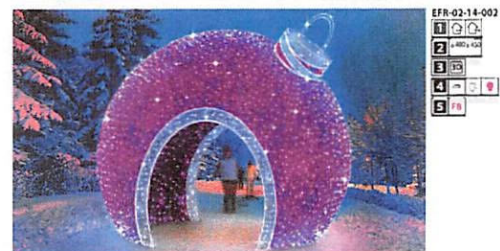
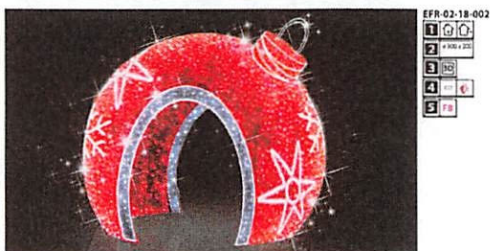
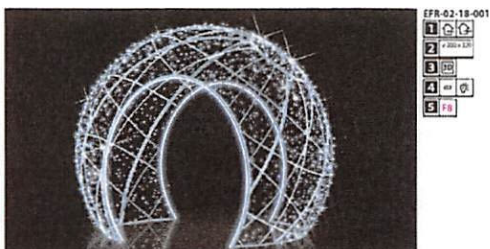


ALTERNATIVES TO THE OPTIONAL "TUNNEL" BID.

IF INTERESTED IN THESE OPTIONS, WILL NEED TO CALL  
FOR PRICING.

## Large Scale Outdoor Décor Options

- Call for pricing which is dependent on timing of order





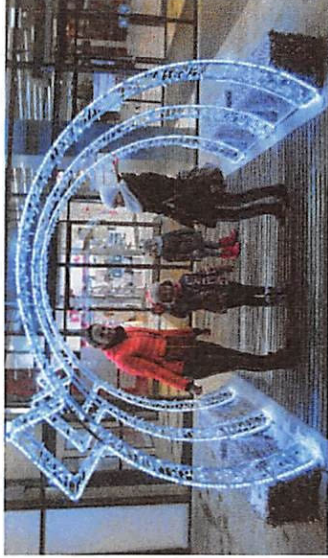


Garland Covered LED Illuminated Arches



ERX-04-14-001

|   |                   |
|---|-------------------|
| 1 | 100' x 220' x 10' |
| 2 | 100' x 220' x 10' |
| 3 | 100' x 220' x 10' |
| 4 | 100' x 220' x 10' |
| 5 | 100' x 220' x 10' |
| 6 | 100' x 220' x 10' |



ERX-02-14-001

|   |                   |
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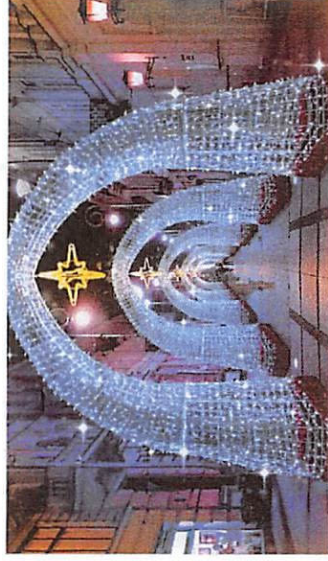
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| 6 | 100' x 220' x 10' |



ERX-05-14-001

|   |                   |
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| 6 | 100' x 220' x 10' |



EFR-04-16-002

|   |                   |
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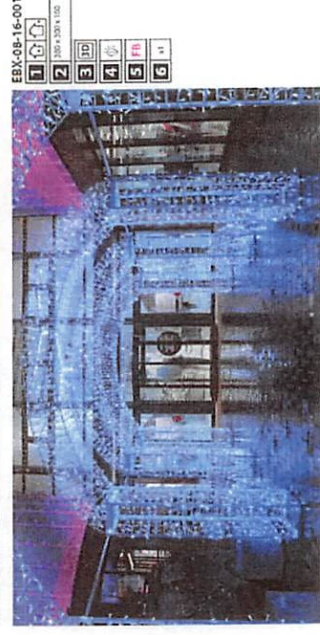
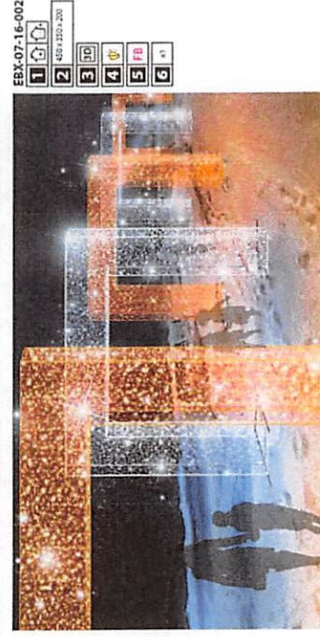
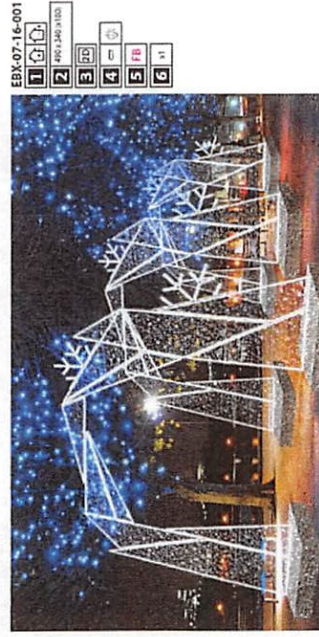


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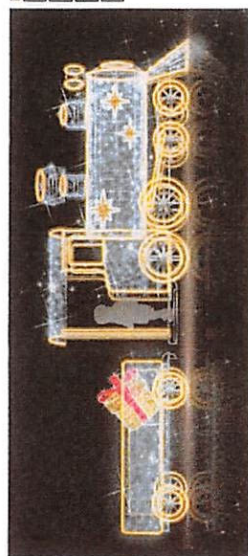
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 3 150  
 4 150



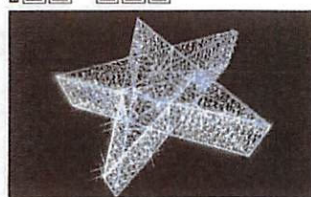
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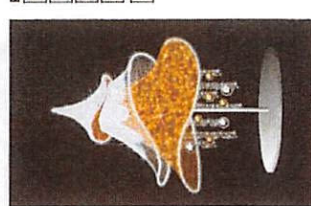
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 4 150



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 5 150



ERD-04-18-001  
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 4 150  
 5 150



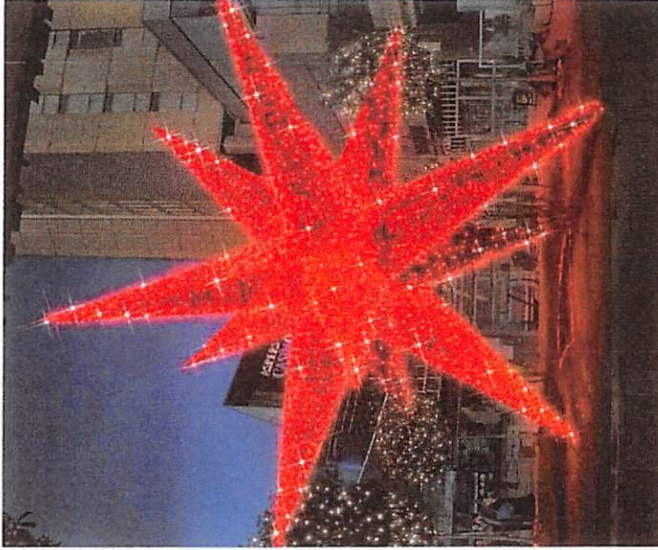
EFF-04-18-001  
 1 150x150x25  
 2 200x150x400  
 3 150  
 4 150  
 5 150





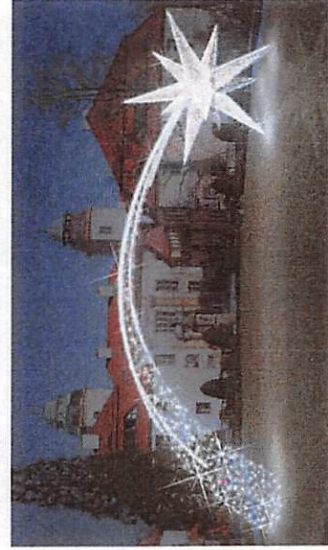
EWI-01-16-001

|   |   |   |   |   |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |



EWI-01-18-001

|   |   |   |   |   |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |



EFP-05-16-001

|   |   |   |   |   |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |



EFP-05-16-003

|   |   |   |   |   |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |
| 1 | 2 | 3 | 4 | 5 |



EFP-05-16-004

|   |   |   |   |
|---|---|---|---|
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |



EFR-05-14-001

|   |                |
|---|----------------|
| 1 | 220 x 120 x 65 |
| 2 | 100            |
| 3 | 100            |
| 4 | 100            |
| 5 | 100            |



EFR-05-14-001

|   |                |
|---|----------------|
| 1 | 220 x 120 x 65 |
| 2 | 100            |
| 3 | 100            |
| 4 | 100            |
| 5 | 100            |



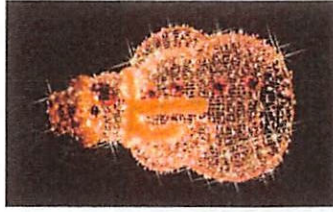
EFR-05-14-003

|   |                |
|---|----------------|
| 1 | 220 x 120 x 65 |
| 2 | 100            |
| 3 | 100            |
| 4 | 100            |
| 5 | 100            |



EFR-01-14-001

|   |                 |
|---|-----------------|
| 1 | 150 x 200 x 110 |
| 2 | 100             |
| 3 | 100             |
| 4 | 100             |



EFR-01-14-002

|   |                 |
|---|-----------------|
| 1 | 150 x 200 x 110 |
| 2 | 100             |
| 3 | 100             |
| 4 | 100             |



EFR-01-14-003

|   |                 |
|---|-----------------|
| 1 | 150 x 200 x 110 |
| 2 | 100             |
| 3 | 100             |
| 4 | 100             |



EFR-01-14-004

|   |                 |
|---|-----------------|
| 1 | 170 x 100 x 120 |
| 2 | 100             |
| 3 | 100             |
| 4 | 100             |



EFR-06-14-001

|   |                |
|---|----------------|
| 1 | 150 x 120 x 70 |
| 2 | 100            |
| 3 | 100            |
| 4 | 100            |



EFR-07-14-001

|   |                |
|---|----------------|
| 1 | 150 x 120 x 60 |
| 2 | 100            |
| 3 | 100            |
| 4 | 100            |





# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Decor IQ</b>  |   |
|  | 2 Business name/disregarded entity name, if different from above  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>25014 Kiowa Creek</b>   | Requester's name and address (optional)   |
|  | 6 City, state, and ZIP code<br><b>San Antonio, Texas 78255</b>  |   |
|  | 7 List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |     |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Social security number         |   |   |   |   |   |   |   |     |
|                                |   |   | - |   |   |   |   |     |
| or                             |   |   |   |   |   |   |   |     |
| Employer identification number |   |   |   |   |   |   |   |     |
| 4                              | 6 | - | 4 | 0 | 9 | 9 | 5 | 4 8 |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► *Mark Metzger*

Date ► *June 15, 2018*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Decor IQ  
San Antonio, TX United States

Certificate Number:  
2018-410753

Date Filed:  
10/03/2018

Date Acknowledged:

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

City of Bastrop

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

PK-2018-01  
Holiday Lighting and Decoration Lease, Installation, Maintenance and Removal

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Alban, John              | San Antonio, TX United States            | X                                     |              |
|   | Metzger, Mark            | San Antonio, TX United States            | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party. ☐

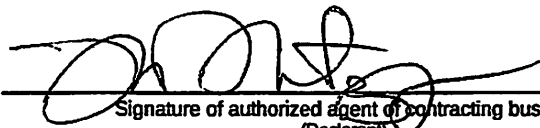
## 6 UNSWORN DECLARATION

My name is Mark Metzger, and my date of birth is November 23 '63

My address is 8731 Turning Leaf Boerne Tx 78015 U.S.A.  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 3<sup>rd</sup> day of October, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2018

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><br>BKCW Insurance, Risk Management & Benefits<br>2100 Trimmer Rd.<br>Suite 100<br>Killeen TX 76541 | <b>CONTACT NAME:</b> Amber Garza CISR<br><b>PHONE (A/C, No, Ext):</b> (254) 699-7100<br><b>E-MAIL ADDRESS:</b> a.garza@bkcw.com<br><b>FAX (A/C, No):</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> United Fire & Casualty Co.<br><b>INSURER B:</b> Texas Mutual Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b><br>13021<br>22945 |
|--|--|---------------------------------|

**COVERAGES****CERTIFICATE NUMBER:** CL1891122992**REVISION NUMBER:**

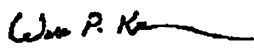
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 85320071      | 11/15/2017              | 11/15/2018              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                 |           |          | 85320071      | 11/15/2017              | 11/15/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | 85320071      | 11/15/2017              | 11/15/2018              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$  |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N<br>Y  | N/A       |          | 0001276085    | 09/19/2018              | 09/19/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

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

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement [CG20330413, CG20370413] 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.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| City of Bastrop<br>1311 Chestnut Street<br>PO Box 427<br>Bastrop TX 78602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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DAVID  
JUNEK

**FROM**

**TO**

Name: Amber Garza

Phone:

Fax: 2547810271

5123328819

E-mail: a.garza@bkcw.com

Sent: 9/16/19

at: 11:08:50 AM

20 page(s) (including cover)

Subject: 2019-2020 Decor IQ, LLC

Comments:



**Amber Garza, CIC, CSR** | Account Manager

2100 Trimmier Rd, Suite 100

Killeen, Texas 76541

○ 254.699.7100

[bkcw.com](http://bkcw.com)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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><br>BKCW Insurance, Risk Management & Benefits<br>2100 Trimmer Rd.<br>Suite 100<br>Killeen TX 76541 | <b>CONTACT NAME:</b> Amber Garza CIC CISR<br><b>PHONE (A/C, No, Ext):</b> (254) 699-7100<br><b>FAX (A/C, No):</b> (254) 699-6680<br><b>E-MAIL ADDRESS:</b> a.garza@bkcw.com  |                               |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
|--|--|-------------------------------|--|--------|------------|---------------------------|-------|------------|-----------------------------------|-------|------------|--------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Decor IQ, LLC; 360 Enterprises, LLC.<br>25014 Kiowa Creek<br>San Antonio TX 78255                | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>EMCASCO Insurance Company</td><td>21407</td></tr><tr><td>INSURER B:</td><td>Employers Mutual Casualty Company</td><td>21415</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | EMCASCO Insurance Company | 21407 | INSURER B: | Employers Mutual Casualty Company | 21415 | INSURER C: | Texas Mutual Insurance Company | 22945 | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE  |  | NAIC #                        |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER A:   | EMCASCO Insurance Company  | 21407                         |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER B:   | Employers Mutual Casualty Company  | 21415                         |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER C:   | Texas Mutual Insurance Company   | 22945                         |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER D:   |  |                               |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER E:   |  |                               |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |
| INSURER F:   |  |                               |  |        |            |                           |       |            |                                   |       |            |                                |       |            |  |  |            |  |  |            |  |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL1991625865 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 5D95546       | 11/15/2018              | 11/15/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 5E95546       | 11/15/2018              | 11/15/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED \$ RETENTION \$  |           |          | 5J95546       | 11/15/2018              | 11/15/2019              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y  | N/A      | 0001276085    | 09/19/2019              | 09/19/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

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

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement [CG7578.3(06/17); CG7650(10/13); CA7450(11/17)] 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.

## CERTIFICATE HOLDER

City of Bastrop  
1311 Chestnut Street  
PO Box 427  
Bastrop TX 78602

## CANCELLATION

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

*W. P. K.*

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**COMMERCIAL GENERAL LIABILITY**

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

## **GENERAL LIABILITY ELITE EXTENSION – TEXAS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### **A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A**, Exclusion **a.** is amended as follows:

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

#### **B. NON-OWNED WATERCRAFT**

**Section I – Coverage A**, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:
  - (a)** Less than 60 feet long; and
  - (b)** Not being used to carry person(s) or property for a charge;

#### **C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A**, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

| <b>SCHEDULE</b>            |                   |
|----------------------------|-------------------|
| <b>Limits Of Insurance</b> | <b>Deductible</b> |
| \$5,000 Each Occurrence    | \$250 Per Claim   |
| \$10,000 Annual Aggregate  |                   |

- a.** The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1)** insureds;
- (2)** claims made or "suits" brought;
- (3)** persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c.** If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### **D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators.

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance.**



**E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

**F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

**G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

**1.b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**H. SUBSIDIARIES AS INSURED**

**Section II – Who Is An Insured** is amended to add the following:

**1.f.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

**I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT**

**1. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.



This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
    - (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
      - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
      - (b) The construction, erection or removal of elevators; or
      - (c) The ownership, maintenance or use of any elevators covered by this insurance.
    - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) The insurance afforded any vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by any vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
    - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or



- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
- This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- (1) This insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land;
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



**(2) "Bodily injury" or "property damage" occurring after:**

- (a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j.** Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.  
Their status as additional insured under this endorsement ends when:
- 1.** The license granted to you by such person(s) or organization(s) expires; or
  - 2.** Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k.** Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l.** Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m.** Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
- 3.** Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
- 4.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**  
If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a.** Required by the contract or agreement; or
- b.** Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

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

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e.** Paragraphs **(a)**, **(b)**, and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

- 3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.



**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance**, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:
- (a) No Coverage; or
  - (b) \$1,000; or
  - (c) \$5,000; or
  - (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



**COMMERCIAL GENERAL LIABILITY**

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN  
CONSTRUCTION CONTRACT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard" but only if:
  - (1) A written contract requires you to provide such coverage to such additional insured; and
  - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law;
- b. Will not be broader than that which you are required by the contract to provide for such additional insured.
- c. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract; and

- d. Only applies while such written contract is in force.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural, engineering or surveying activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR  
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

**Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.**



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

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos** Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. AUTOMATIC ADDITIONAL INSURED

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

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.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

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. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

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

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. 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".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:



Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSUREDS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments** (2) and (4) are replaced by the following:

- (2) Up to \$5,000 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.
- (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.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage** Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:



If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

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

#### **N. AUTO LOAN OR LEASE COVERAGE**

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### **R. RENTAL REIMBURSEMENT**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.



- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

#### **S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### **U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

#### **V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

#### **W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### **X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



## COMMERCIAL INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR  
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN  
CONTRACT OR AGREEMENT**

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

**Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.**



**WORKERS' COMPENSATION AND  
EMPLOYERS LIABILITY POLICY**

**WC 42 03 04 B**  
Insured copy

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

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

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

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

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ 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 9/19/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001276085 of Texas Mutual Insurance Company effective on 9/19/18

Issued to: DECOR IQ LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/10/18



**WORKERS' COMPENSATION AND  
EMPLOYERS LIABILITY POLICY**

**WC 42 06 01**  
Insured copy

### 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 9/19/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001276085 of Texas Mutual Insurance Company effective on 9/19/18

Issued to: DECOR IQ LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

9/10/18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2019

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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><br>BKCW Insurance, Risk Management & Benefits<br>2100 Trimmier Rd.<br>Suite 100<br>Killeen TX 76541 | <b>CONTACT NAME:</b> Amber Garza CIC CISR<br><b>PHONE (A/C, No, Ext):</b> (254) 699-7100<br><b>FAX (A/C, No):</b> (254) 699-6680<br><b>E-MAIL ADDRESS:</b> a.garza@bkcw.com   |
| <b>INSURED</b><br>Decor IQ, LLC; 360 Enterprises, LLC.<br>25014 Kiowa Creek<br>San Antonio TX 78255                 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> EMCASCO Insurance Company<br><b>INSURER B:</b> Employers Mutual Casualty Company<br><b>INSURER C:</b> Texas Mutual Insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |

**COVERAGES****CERTIFICATE NUMBER:** CL19103026146**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 5D95546       | 11/15/2019              | 11/15/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                 |           |          | 5E95546       | 11/15/2019              | 11/15/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input checked="" type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$  |           |          | 5J95546       | 11/15/2019              | 11/15/2020              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000  |
|          | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N<br><input checked="" type="checkbox"/> Y                                      | N/A       |          | 0001276085    | 09/19/2019              | 09/19/2020              | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

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

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement [CG7578.3(02/19); CG7650(10/13); CA7450(11/17)] 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.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bastrop  
1311 Chestnut Street  
PO Box 427  
Bastrop TX 78602

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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