

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE
ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS
NOVEMBER 2023



Prepared By:

GEORGE BUTLER ASSOCIATES, INC.

Texas Registered Engineering Firm 4242

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CITY OF MANOR, TEXAS INVITATION TO BID

The City of Manor, Texas hereby invites the submission of sealed bids for the ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS. This project consists of milling, HMAC overlay, subgrade preparation, flexible base, pavement marker installation, stop bar installation, traffic control, and other appurtenant work.

Sealed bids will be received at Manor Public Works, 416 Gregg Street, Manor, Texas until 2:00 pm. on Tuesday, November 28, 2023. At such time and place, bids will be publicly opened and read aloud.

Bids shall be clearly identified on the lower-left corner of the envelope with "ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS". Bids received after the named closing date and time will be returned unopened.

Construction plans, bid documents, questions, and addendum will be processed through CIVCAST. Email: pgray@gbateam.com or contact Pauline M. Gray, P.E. at (737)247-7557 with any questions.

A 5% Bid Bond, 100% Performance and Payment Bonds, and Insurance requirements are required. Bidders shall comply with all bid requirements and specifications as defined by George Butler

The City of Manor reserves the right to reject any or all bids, and to waive any and all technicalities or formalities.

Publication Date: November 3, 2023

ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS
CITY OF MANOR

INSTRUCTIONS TO BIDDERS

SEALED PROPOSALS addressed to the CITY OF MANOR (hereinafter named the "Owner") for completion of the ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS ("Project") will be received at City of Manor Public Works, until 2:00 P.M. on Tuesday, November 28, 2023, and then be publicly opened and read aloud at that time and place.

The Owner may not accept this bid until it has received from the bidder a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC will result in a non-conforming bid and will prohibit the Owner from considering this bid for acceptance.

Envelopes containing sealed proposals shall be clearly marked on the outside with the name and address of the bidder and the words:

ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS
CITY OF MANOR, TEXAS
TO BE OPENED AT 2:00 PM, TUESDAY, NOVEMBER 28, 2023

The Contractor's Proposal form, provided separately, contains spaces which to enter prices, or a computer-generated form, for BASE BID AND ALTERNATE BID Items. Bidders must enter a price for all Items. Award of a construction contract will be based on the most favorable combination of BASE BID AND ALTERNATIVE BID prices. The BASE BID will be the minimum amount of work awarded if a contract is awarded.

Each proposal shall be legibly printed in ink, or replaced with a computer-generated form, and attached to the Contractor's Proposal form provided. No alterations in proposals, or in the printed forms therefore, or erasures, interpolations, or otherwise will be acceptable unless signed or initialed by the bidder. No alteration in any proposal, or in the form on which it is submitted shall be made by any person after the proposal has been submitted by the bidder. Any and all addenda to the contract documents on which a proposal is based shall be acknowledged by the bidder's signature in the space provided on the proposal.

The bidder shall state all unit prices in written words, as well as in figures, and in case of a difference between written words and in figures, the written words shall be deemed correct.

1. **PROPOSAL GUARANTEE**: Each proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount not less than five percent (5%) of the total amount of the bid. The proposal guarantee shall be made payable without condition to Owner and the amount of the said proposal guarantee may be retained by the Owner as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed within ten (10) days after such award is made by the Owner.
2. **WITHDRAWAL OF BID**: No bidder may withdraw his proposal for a period of forty-five (45) days after the day of the bid opening. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by a written request signed in the same manner and by the same person who signed the proposal.

3. RETURN OF PROPOSAL GUARANTEE: The proposal guarantee of each unsuccessful bidder will be returned when his proposal is rejected. The proposal guarantee of the bidder to whom a contract is awarded will be returned when the successful bidder executes a contract and files a satisfactory bond. The proposal guarantee of the second lowest responsible bidder will be returned when the successful bidder executes a contract and files a satisfactory bond, which period shall not exceed forty-five (45) days from the day of the bid opening.
4. EXECUTION OF AGREEMENT: Bidders shall note the Agreement bound herein, and all provisions thereof. The successful bidder, upon notice of award of a contract for construction of the Project, will be required to execute the Agreement as bound herein.
5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or formalities in any bid. Bids received after the specified time of closing will be returned unopened.
6. SIGNATURE OF BIDDERS: Each bidder shall sign his proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the word "President", "Secretary", "Agent", or other designation. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.
7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of these specifications or other proposed contract documents he may submit to the Engineer (Jay Engineering Company, Inc., P.O. Box 1220, Leander, TX 78646) a written request for an interpretation thereof prior to 72 hours before the opening of bids. The person submitting the request will be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.
8. TIME FOR COMPLETION: The Contractor will be expected to start work upon issuance of a written work order by the Owner or Notice to Proceed by the Engineer and shall complete all work thereunder within the following times:

Base Bid – NINETY (90) calendar days

See Special Conditions for sequencing of the work. The time allowed is deemed sufficient for completion of the work considering materials availability, weather, and the work scope, but if weather conditions prevent proper and safe prosecution of the work, additional time will be allowed if justified and documented. The contractor must demonstrate continuous progress in the work if the weather allows.

9. QUALIFICATIONS OF BIDDERS: Bidders that have not recently performed work for the Owner, or that otherwise have no local performance record, must be prepared to submit qualification data within 48 hours after the scheduled opening of bids. If requested, bidders must submit satisfactory evidence that they have practical knowledge of the particular work bid upon and that they have adequate plant, appropriate technical expertise, and the necessary financial resources to complete the proposed work. Specific submittal data shall include:

- a) A current financial statement.
- b) The name, address, and telephone of the bidder's surety.
- c) The name, address, and telephone of financial references, including banks and trade accounts. Bank and financial reference authorizations may be required.
- d) A complete listing of projects completed within the past two years and a complete listing of projects in progress. The listing shall include for each project the location, amount of contract, and the name, address, and telephone of the project owner and engineer.

Each bidder must thereby show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bid submitted by a bidder who is engaged in any work which would impair his ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion will be accepted. Bidders are expected to inform themselves regarding all local and site conditions pertaining to the work they will be doing.

10. TEC FORM 1295: Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and notarized, and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the Owner before the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is **CITY OF MANOR**; the contract ID number is **2023-74**, and the description of goods and services is **ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS**. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.
11. RULES AND REGULATIONS: The bidder's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written herein.
12. BONDS: Coincident with the execution of the contract, the contractor shall furnish good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the Owner, and guaranteeing the work included in this contract against faulty materials or workmanship for one (1) year after the date of completion of contract and acceptance by the Owner. All provisions of the bonds shall be complete and in full accordance with Statutory requirements. The bonds shall be executed with the proper sureties through a company licensed and qualified to operate in the State and approved by the Owner. Bonds shall be signed by an agent resident in State and date of bond shall be the date of execution of the contract. If at any time during the continuance of the contract the surety of the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof the contract may be suspended, and all payments or money due the Contractor withheld.

13. INSURANCE: The Contractor, and his subcontractors shall, when performing construction work under his supervision at the Project site, carry insurance as follows for the duration of such work:

- a) Statutory Workers Compensation.
- b) Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$500,000 for each person and \$1,000,000 for each occurrence including coverage on same for independent contractors.
- c) Property Damage Insurance with minimum limits of \$300,000 for each occurrence including same coverage limits for independent contractors.
- d) Automobile Liability Insurance for all owner, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage minimum limits of \$100,000 for each occurrence. Contractor shall require subcontractors to provide Automobile Insurance with same minimum limits.

Contractor shall not commence work at site under this contract until he has obtained all required insurance and until such insurance has been approved by the Owner. Certificates must be furnished within 72 hours of Notice of Award. The Contractor shall not allow any sub-contractors to commence work until all the insurance required has been obtained and approved. Approval of the insurance by the Owner and Engineer shall not relieve or decrease the liability of the Contractor hereunder.

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) days after the Owner has received written notice as evidenced by return receipts of registered or certified letter. Certificates of insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

All liability policies carried under these contracts shall also include the CITY OF MANOR, TEXAS as an additional insured.

For insurance purposes, the title of ownership of equipment and materials shall remain with the Contractor until final acceptance.

14. BUILDERS RISK INSURANCE: The Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portions of the Project for the benefit of the Owner, the Contractor and all sub-contractors, as their interest may appear.

15. SALES TAX: The Contractor must possess an individual Texas Sales and Use Tax permit. The successful Contractor will be required to furnish a Separation of Costs document to the Owner. The Owner will then furnish an exemption certificate to the Contractor.

ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS
CITY OF MANOR

CONTRACTOR'S PROPOSAL

TO THE

CITY OF MANOR, TEXAS

FOR THE

ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS

Date: 11-28-2023, 2023

Proposal of Asphalt Inc LLC, dba Lone Star Paving Company (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the state of Texas to the City of Manor, Texas (hereinafter called "City" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the – ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. N/A BY: N/A

ADDENDUM NO. _____ BY: _____

ADDENDUM NO. _____ BY: _____

ADDENDUM NO. _____ BY: _____

CONTRACTOR'S PROPOSAL (cont'd)

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the work within following times:

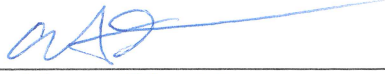
Base Bid – NINETY (90) calendar days

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5%
(\$ _____) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By 
Alex Flores
Title Executive Vice President
Asphalt Inc., LLC dba
Lone Star Paving Company
Business Name
11675 Jollyville Rd.
Ste. 150
Austin, TX 78759
Address
512-428-5778
Telephone

(Corporate Seal,
if applicable)

Contractor's Proposal Bid Schedule					
Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Item Cost
Base Bid Items					
1	1	LS	Traffic Control Plan and controls, complete and in place, per Lump Sum.	\$ 10,500.00	\$ 10,500.00
2	2	EA	Project Sign including posts, installation and removal, complete and in place per Each.	\$ 1,650.00	\$ 3,300.00
Lexington Boulevard - North of US 290 to City Limits - Mill and Overlay					
3	19,678	SY	Milling Asphaltic Concrete Pavement	\$ 1.55	\$ 30,500.90
4	19,678	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 17.00	\$ 334,526.00
5	1	LS	Restriping of Roadway	\$ 20,000.00	\$ 20,000.00
6	3	EA	Wastewater Manhole Adjustment (18" max.,) complete and in place,per Each.	\$ 2,500.00	\$ 7,500.00
7	6	EA	Pavement Markers - fire hydrants	\$ 9.25	\$ 55.50
8	1	LS	Installation of Speed Humps by Golf Cart Crossing	\$ 19,000.00	\$ 19,000.00
9	2	EA	New to existing pavement joints	\$ 107.00	\$ 214.00
10	8	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 27.00	\$ 216.00
Shadowglen Boulevard - North of US 290 to City Limits - Mill and Overlay					
11	6,365	SY	Milling Asphaltic Concrete Pavement	\$ 2.40	\$ 15,276.00
12	6,365	SY	2" HMAC Type D, PG 64-16 Pavement Overlay including prep work and prime/tack coat complete and in place, per Square Yard.	\$ 19.50	\$ 124,117.50
13	1	LS	Restriping of Roadway	\$ 9,000.00	\$ 9,000.00
14	2	EA	Wastewater Manhole Adjustment (18" max.,) complete and in place,per Each.	\$ 2,500.00	\$ 5,000.00
15	4	EA	Pavement Markers - fire hydrants	\$ 9.25	\$ 37.00
16	1	EA	New to existing pavement joints	\$ 107.00	\$ 107.00
17	4	EA	Driveway Pavement Joint to existing driveways per detail, complete and in place per Each.	\$ 27.00	\$ 108.00
Total Base Bid =					\$ 579,457.90

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.
Asphalt Inc. LLC, dba Lone Star Paving Company
Austin, TX United States

Certificate Number:
2023-1098108

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

Date Filed:
11/28/2023

Date Acknowledged:

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.
2023-74
ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spinn, Steve	Austin, TX United States	X	
	Naivar, Joe	Austin, TX United States	X	
	Ramming, John	Austin, TX United States	X	
	Ohlendorf, Ryan	San Antonio, TX United States	X	
	Knox, Allen	Austin, TX United States	X	
	Playfair, Thomas	Austin, TX United States	X	
	Morisey, Greg	Austin, TX United States	X	
	Condon, Josh	Austin, TX United States	X	
	Carroll, Brian	Temple, TX United States		X
	Cabaza, Aaron	Austin, TX United States	X	
	Lundquist, Dean	Leander, TX United States	X	
	Asphalt Inc Employee Investments,	Austin, TX United States	X	
	Kaitlin Wheeler Heritage Trust,	Austin, TX United States	X	
	Patrick Wheeler Heritage Trust,	Austin, TX United States	X	
	Nolan Wheeler Heritage Trust,	Austin, TX United States	X	
	Wheeler, Jack	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

Asphalt Inc. LLC, dba Lone Star Paving Company
 Austin, TX United States

Certificate Number:
 2023-1098108

Date Filed:
 11/28/2023

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

City of Manor

Date Acknowledged:

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.

2023-74
 ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS

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

5 Check only if there is NO Interested Party.

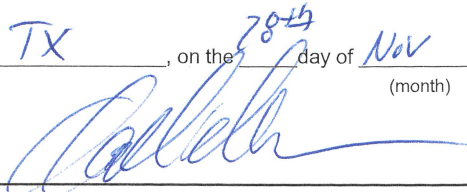
6 UNSWORN DECLARATION

My name is Andrew Warner, and my date of birth is 03/11/1981.

My address is 255 Taylor Point, Bulverde, TX, 78163, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 28th day of Nov, 2023.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

CNA SURETY

Performance Bond

Bond No. 30200462

CONTRACTOR:

(Name, legal status and address)

Asphalt, Inc. dba Lone Star Paving

11675 Jollyville Rd., Suite 119
Austin, TX 78759

OWNER:

(Name, legal status and address)

City of Manor

105 E. Eggleston St.
Manor, TX

SURETY: Continental Casualty Company: Illinois Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: January 3, 2024

#: 579,457.90

Amount: Five Hundred Seventy-Nine Thousand, Four Hundred Fifty-Seven and 90/100

Description:

(Name and location)

One-Time Capital Metro BCT Funded Paving Improvements

BOND

Date: January 3, 2024

(Not earlier than Construction Contract Date)

#: 579,457.90

Amount: Five Hundred Seventy-Nine Thousand, Four Hundred Fifty-Seven and 90/100

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Asphalt, Inc. dba Lone Star Paving


(Corporate Seal)

SURETY

Company:

Continental Casualty Company


(Corporate Seal)

Signature: 

Name *Alex Flores*

and Title: *Executive Vice President*

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name Brent M. Blonigan

and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Grayhawk Insurance
1820 N. Greenville Ave., Suite 200
Richardson, TX 75081
972-671-9105

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 8.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

CNA SURETY

Payment Bond

Bond No. 30200462

CONTRACTOR:

(Name, legal status and address)

Asphalt, Inc. dba Lone Star Paving

11675 Jollyville Rd., Suite 119
Austin, TX 78759

OWNER:

(Name, legal status and address)

City of Manor

105 E. Eggleston St.
Manor, TX

CONSTRUCTION CONTRACT

Date: January 3, 2024

\$ 579,457.90

Amount: Five Hundred Seventy-Nine Thousand, Four Hundred Fifty-Seven and 90/100

Description:

(Name and location)

One-Time Capital Metro BCT Funded Paving Improvements

SURETY: Continental Casualty Company: Illinois Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: January 3, 2024

(Not earlier than Construction Contract Date)

\$ 579,457.90

Amount: Five Hundred Seventy-Nine Thousand, Four Hundred Fifty-Seven and 90/100

Modifications to this Bond: None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Asphalt, Inc. dba Lone Star Paving

(Corporate Seal)

SURETY

Company:

Continental Casualty Company

(Corporate Seal)

Signature: *[Signature]*

Name

Alex Flores

and Title:

Executive Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: *[Signature]*

Name Brent M. Blonigan

and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Grayhawk Insurance
1820 N. Greenville Ave., Suite 200
Richardson, TX 75081
972-671-9105

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Brent M Blonigan, Rob J Dreiling, Kara Pierce, Raul F Campa, Debbie Palmer, Individually

of Richardson, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 30th day of November, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

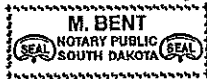
Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of November, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 3rd day of January, 2024.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30200462.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com

Phone: 1-888-333-4949

Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2024

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).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURED
ASPHALT INC LLC, LONE STAR PAVING COMPANY
PO BOX 200608
AUSTIN, TX 78720-0608

383-986-7

INSURERS AFFORDING COVERAGE
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 3085

REVISION NUMBER: 0

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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
TR		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	9151293	01/19/2023	01/19/2024	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS & COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	N	N	9151293	01/19/2023	01/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per Person)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	9151295	01/19/2023	01/19/2024	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTHER
							E.I. EACH ACCIDENT	
							E.I. DISEASE EA EMPLOYEE	
							E.I. DISEASE - POLICY LIMIT	

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

PROJECT: ONE-TIME CAPITAL METRO BCT FUNDED PAVING IMPROVEMENTS

CERTIFICATE HOLDER

383-986-7
CITY OF MANOR
105 E EGGLESTON ST
MANOR, TX 78653-3463

3085 0

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

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 1/19/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001299829 of Texas Mutual Insurance Company effective on 1/19/23

Issued to: ASPHALT INC LLC

DBA: LONE STAR PAVING

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/17/23

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 1/19/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001299829 of Texas Mutual Insurance Company effective on 1/19/23

Issued to: ASPHALT INC LLC

DBA: LONE STAR PAVING

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/17/23

TEXAS PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Name, title

JACK WHEELER, President

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 1/19/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001299829 of Texas Mutual Insurance Company effective on 1/19/23

Issued to: ASPHALT INC LLC

DBA: LONE STAR PAVING

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/17/23

SEPARATION OF COSTS

Pursuant to the Instructions to Bidders, the proposal of the undersigned that has been submitted for performing this contract in full is hereby segregated as follows:

The amount of this bid that is charged for
Skill and labor is: \$ 374900.55

The amount of this bid that is charged for
materials and tangible personal property
(not less than the actual cost of such
materials) is \$ 273892.00

TOTAL \$ 648792.55



Contractor Signature

(Note: This form to be completed only by lowest responsible bidder after he has been selected)

AFFIDAVIT OF BILLS PAID AND WAIVER OF CLAIMS

BEFORE ME, the undersigned authority, on this day personally appeared, Lone Star Paving, LLC hereinafter called CONTRACTOR to that certain contract entered into on the day of January 25, 2024 between the City of Manor, Texas and CONTRACTOR for the construction and completion of the improvements and/or additions upon the following described premises, to wit:

One Time Cap Metro BCT Funded Paving Improvement Project

Said Party being by me duly sworn states that the said improvements have been functionally completed in full compliance with the above-referenced Contract, Project Manuals, Project Plans, and Owner Directives. Deponent further states that he or she has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills and claims for materials furnished and labor performed, or material furnished on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

Lone Star Paving, LLC

By:



(Signature)

Tracy Gainer Project Manager

(Printed Name & Title)

Subscribed and sworn to before me, the undersigned authority, on the 29th day of July, 2024.

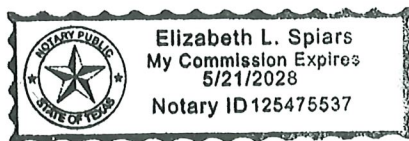
Notary:



My Commission Expires:

05/21/2028

NOTARY SEAL





1500 County Road 269
Leander, TX 78641

9601 Amberglen Blvd #109
Austin TX 78729

CHANGE ORDER

ORDER NO.: 1

DATE: February 20, 2024

AGREEMENT DATE: January 3, 2024

NAME OF PROJECT: One-Time Capital Metro BCT Funded Paving Improvements

OWNER: City of Manor

CONTRACTOR: Asphalt Inc, LLC dba Lone Star Paving Company

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 – Add item CO1.1 - Lexington Street – Remove curb and area in the existing median as shown in the attached exhibit, excavate 10” down in this area, and replace the removed area with 8” of type B PG64-22 (Black Base), install new curb in the adjusted median – 1 LS @ \$60,652.15/LS.

Item No. 2 – Add item CO1.2 – Add new pavement markings and delineators to Lexington St. as shown in the attached exhibit – 1 LS @ \$6,727.50/LS

Item No. 3 – Add item CO1.3 – Install 2” HMAC Type D, PG64-22 pavement overlay – 115 SY @ \$17.00/SY

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$579,457.90

Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$0.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$69,334.65

New CONTRACT PRICE including this CHANGE ORDER will be: \$648,792.55

3. Change to CONTRACT TIME:

The CONTRACT TIME will be increased by 10 calendar days. The date for completion of all work will be , May 8, 2024.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E. Signed: *Pauline M. Gray*
Engineer

Ordered by: *Dr. Chris Harvey* Signed: *[Signature]*
Dr. Christopher Harvey, Mayor

Accepted by: Tracy Gainey Signed *Tracy Gainey*
Contractor



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONTRACTOR:

PROJECT:

Cap Metro BCT Paving Improvements

APP #:

1

City of Manor

PROJECT NO:

00-00540-36

CONTRACT DATE:

01/0/2024

APPLICATION DATE:

April 30, 2024

PERIOD FROM:

April 1, 2024

PERIOD TO:

April 30, 2024

Distribution to:

- OWNER
- ENGINEER
- G. C.
- ARCHITECT
- OTHER

FROM SUBCONTRACTOR:

ARCHITECT:

Lone Star Paving
P.O. Box 200608
Austin, TX 78720

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	579,457.90
2. Net change by Change Orders	\$	69,334.65
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	648,792.55
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$	635,769.05
5. RETAINAGE:		
a. 0 % of Completed Work (Column F + G on G703)	\$	63,576.91
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column K of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	635,769.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Previous Application)	\$	0.00
8. CURRENT PAYMENT DUE	\$	635,769.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	13,023.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	69,334.65	0.00
TOTALS	69,334.65	0.00
NET CHANGES by Change Order	69,334.65	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Lone Star Paving Company

By:

[Signature]

Date:

May 20, 2024

State of:

Texas

County of:

Travis

Subscribed and sworn to before me this

20th

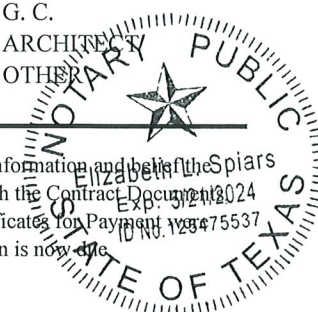
day of

May

Notary Public:

Elizabeth A Spiars

My Commission expires: 05/21/2024



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 635,769.05

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Pauline M Gray

Date:

5/22/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

TO BE PAID WITH FUNDS RECEIVED FROM CAP METRO FOR THE ONE-TIME FUNDING

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **1**
 APPLICATION DATE: **4/30/2024**
 PERIOD TO: **4/30/2024**
 PROJECT NO: **12/10/2047**

A ITEM NO.	B DESCRIPTION OF WORK	C ORIGINAL VALUE	D CHANGES IN VALUE	E REVISED VALUE (C + D)	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN F OR G)	I		J BALANCE TO FINISH (E - I)	K RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (F + G + H)	% (I ÷ E)		
	ORIGINAL CONTRACT										
1	Traffic Control Plan & Controls, Complete & In Place/Lump Sum	10,500.00		10,500.00	0.00	10,500.00		10,500.00		0.00	0.00
2	Project Sign Including Posts, Installation & removal. Complete & In Place/Each.	3,300.00		3,300.00	0.00	3,300.00		3,300.00		0.00	0.00
3	Lex/Blvd-Milling Asphaltic Concrete Pavement	30,500.90		30,500.90	0.00	30,500.90		30,500.90		0.00	0.00
4	Lex/Blvd 2" HMAC Ty D, Pavement Overlay Include Prep Work, Prime, Tack Coat/SY	334,526.00		334,526.00	0.00	334,526.00		334,526.00		0.00	0.00
5	Lex/Blvd-Restriping of Roadway	20,000.00		20,000.00	0.00	20,000.00		20,000.00		0.00	0.00
6	Lex/Blvd-WW Manhole Adj. (18" max), Complete and In Place/Each.	7,500.00		7,500.00	0.00	0.00		0.00		7,500.00	0.00
7	Lex-Blvd-Pavement Markers-Fire Hydrants	55.50		55.50	0.00	0.00		0.00		55.50	0.00
8	Lex-Bvld-Installation of Speed Humps by Golf Cart Crossing	19,000.00		19,000.00	0.00	19,000.00		19,000.00		0.00	0.00
9	Lex-Blvd-New to Existing Pavement Joints	214.00		214.00	0.00	214.00		214.00		0.00	0.00
10	Lex-Blvd-Drwy Pavement Joint to Existing Drwy's/Detail Complete & in Place/Each	216.00		216.00	0.00	0.00		0.00		216.00	0.00
11	Shadowglen-Milling Asphaltic Concrete Pavement	15,276.00		15,276.00	0.00	15,276.00		15,276.00		0.00	0.00
12	Shadowglen-2" HMAC Ty D, Pavement Overlay Include Prep Work, Prime, Tack Coat/SY	124,117.50		124,117.50	0.00	124,117.50		124,117.50		0.00	0.00
13	Shadowglen - Restriping of Roadway	9,000.00		9,000.00	0.00	9,000.00		9,000.00		0.00	0.00
14	Shadowglen-WW Manhole Adj. (18" max), Complete and In Place/Each.	5,000.00		5,000.00	0.00	0.00		0.00		5,000.00	0.00
15	Shadowglen-Pavement Markers-Fire Hydrants	37.00		37.00	0.00	0.00		0.00		37.00	0.00
16	Shadowglen-New to Existing Pavement Joints	107.00		107.00	0.00	0.00		0.00		107.00	0.00
17	Shadowglen-Drwy Pavement Joint to Existing Drwy's/Detail, Complete & In Place/Each	108.00		108.00	0.00	0.00		0.00		108.00	0.00
	CHANGE ORDER							0.00		0.00	0.00
CO1.1	Lexington St: Remove Median, Excavate 12", Replace With 10" TY B HMA, Replace Curb		60,652.15	60,652.15		60,652.15		60,652.15		0.00	0.00
CO1.2	Added Pavement Markings to Lexington		6,727.50	6,727.50		6,727.50		6,727.50		0.00	0.00
CO1.3	Install 2" HMAC TY D PG64-22 Pavement Overlay		1,955.00	1,955.00		1,955.00		1,955.00		0.00	0.00
								0.00		0.00	0.00
	Total Contract Amount	579,457.90	69,334.65	648,792.55	0.00	635,769.05	0.00	635,769.05		13,023.50	0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONTRACTOR:

City of Manor

PROJECT:

Cap Metro BCT Paving Improvements

APP #: 2

PROJECT NO: 00-00540-36

CONTRACT DATE: 01/0/2024

APPLICATION DATE: May 29, 2024

PERIOD FROM: May 1, 2024

PERIOD TO: May 31, 2024

Distribution to:

- OWNER
- ENGINEER
- G. C.
- ARCHITECT
- OTHER

FROM SUBCONTRACTOR:

Lone Star Paving
P.O. Box 200608
Austin, TX 78720

ARCHITECT:

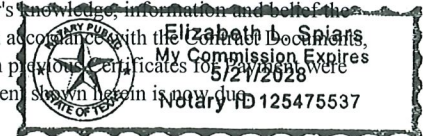
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	579,457.90
2. Net change by Change Orders	\$	69,334.65
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	648,792.55
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$	645,889.30
5. RETAINAGE:		
a. 0 % of Completed Work (Column F + G on G703)	\$	64,588.93
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column K of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	645,889.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Previous Application)	\$	635,769.05
8. CURRENT PAYMENT DUE	\$	10,120.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,903.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	69,334.65	0.00
Total approved this Month	0.00	0.00
TOTALS	69,334.65	0.00
NET CHANGES by Change Order	69,334.65	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.



CONTRACTOR: Lone Star Paving Company

By: _____ Date: May 29, 2024

State of: Texas County of: Travis

Subscribed and sworn to before me this 29th day of May

Notary Public: Elizabeth L. Spiers

My Commission expires: 05/21/2028

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 10,120.25

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: By: Pauline M. Gray Date: 6/12/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **1**
 APPLICATION DATE: **4/30/2024**
 PERIOD TO: **4/30/2024**
 PROJECT NO: **12/10/2047**

A ITEM NO.	B DESCRIPTION OF WORK	C ORIGINAL VALUE	D CHANGES IN VALUE	E REVISED VALUE (C + D)	G WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN FOR G)	I		J BALANCE TO FINISH (E - I)	K RETAINAGE (IF VARIABLE RATE)
					F FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (F + G + H)	% (I ÷ E)		
ORIGINAL CONTRACT											
1	Traffic Control Plan & Controls, Complete & In Place/Lump Sum	10,500.00		10,500.00	10,500.00	0.00		10,500.00		0.00	0.00
2	Project Sign Including Posts, Installation & removal. Complete & In Place/Each.	3,300.00		3,300.00	3,300.00	0.00		3,300.00		0.00	0.00
3	Lex/Blvd-Milling Asphaltic Concrete Pavement	30,500.90		30,500.90	30,500.90	0.00		30,500.90		0.00	0.00
4	Lex/Blvd 2" HMAc Ty D, Pavement Overlay Include Prep Work, Prime, Tack Coat/SY	334,526.00		334,526.00	334,526.00	0.00		334,526.00		0.00	0.00
5	Lex/Blvd-Restriping of Roadway	20,000.00		20,000.00	20,000.00	0.00		20,000.00		0.00	0.00
6	Lex/Blvd-WW Manhole Adj. (18" max), Complete and In Place/Each.	7,500.00		7,500.00	0.00	7,500.00		7,500.00		0.00	0.00
7	Lex-Blvd-Pavement Markers-Fire Hydrants	55.50		55.50	0.00	83.25		83.25		(27.75)	0.00
8	Lex-Bvld-Installation of Speed Humps by Golf Cart Crossing	19,000.00		19,000.00	19,000.00	0.00		19,000.00		0.00	0.00
9	Lex-Blvd-New to Existing Pavement Joints	214.00		214.00	214.00	0.00		214.00		0.00	0.00
10	Lex-Blvd-Drwy Pavement Joint to Existing Drwy's/Detail Complete & in Place/Each	216.00		216.00	0.00	0.00		0.00		216.00	0.00
11	Shadowglen-Milling Asphaltic Concrete Pavement	15,276.00		15,276.00	15,276.00	0.00		15,276.00		0.00	0.00
12	Shadowglen-2" HMAc Ty D, Pavement Overlay Include Prep Work, Prime, Tack Coat/SY	124,117.50		124,117.50	124,117.50	0.00		124,117.50		0.00	0.00
13	Shadowglen - Restriping of Roadway	9,000.00		9,000.00	9,000.00	0.00		9,000.00		0.00	0.00
14	Shadowglen-WW Manhole Adj. (18" max), Complete and In Place/Each.	5,000.00		5,000.00	0.00	2,500.00		2,500.00		2,500.00	0.00
15	Shadowglen-Pavement Markers-Fire Hydrants	37.00		37.00	0.00	37.00		37.00		0.00	0.00
16	Shadowglen-New to Existing Pavement Joints	107.00		107.00	0.00	0.00		0.00		107.00	0.00
17	Shadowglen-Drwy Pavement Joint to Existing Drwy's/Detail, Complete & In Place/Each	108.00		108.00	0.00	0.00		0.00		108.00	0.00
CHANGE ORDER											
CO1.1	Lexington St: Remove Median, Excavate 12", Replace With 10" TY B HMA, Replace Curb		60,652.15	60,652.15	60,652.15	0.00		60,652.15		0.00	0.00
CO1.2	Added Pavement Markings to Lexington		6,727.50	6,727.50	6,727.50	0.00		6,727.50		0.00	0.00
CO1.3	Install 2" HMAc TY D PG64-22 Pavement Overlay		1,955.00	1,955.00	1,955.00	0.00		1,955.00		0.00	0.00
								0.00		0.00	0.00
Total Contract Amount		579,457.90	69,334.65	648,792.55	635,769.05	10,120.25	0.00	645,889.30		2,903.25	0.00
Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity											
Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity											



1500 County Road 269
Leander, TX 78641

9601 Amberglen Blvd #109
Austin TX 78729

CHANGE ORDER

ORDER NO.: 2
DATE: February 20, 2024
AGREEMENT DATE: January 3, 2024

NAME OF PROJECT: One-Time Capital Metro BCT Funded Paving Improvements

OWNER: City of Manor

CONTRACTOR: Asphalt Inc, LLC dba Lone Star Paving Company

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Justification:

Item No. 1 – Deduct Bid Item No. 10 - Driveway Pavement Joint to existing driveways per detail, 8 EA @ \$27/EA.

Item No. 2 – Deduct Bid Item No. 17 - Driveway Pavement Joint to existing driveways per detail, 4 EA @ \$27/EA.

Item No. 3 – Deduct Bid Item No. 14 - Wastewater Manhole Adjustment (18" max.,) 1 EA @ \$2500/EA.

2. Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$579,457.90
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS \$648,792.55
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$2,824.00
New CONTRACT PRICE including this CHANGE ORDER will be: \$645,968.55

3. Change to CONTRACT TIME:

No additional time will be added to the contract.

Approvals Required:

To be effective, this order must be signed by all parties to the Agreement if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: Pauline M. Gray, P.E. Signed: _____
Engineer

Ordered by: _____ Signed: _____
Owner City of Manor

Accepted by: _____ Signed _____
Contractor















PAVING IMPROVEMENTS
PROJECTS

CITY COUNCIL

DR. CHRISTOPHER REBERT, MAYOR
DUSTY GILL, VICE MAYOR
JAMES WELLS
MARCUS ANDERSON
LORRAINE WELLS
ANDREW WARD
DUSTY GILL

D.H. PUBLIC WORKS

MARK WINDHAM



MANOR
TEXAS

ENGINEER



CONTRACTOR

ANTHONY WELLS
LARRY COLE

"A COOPERATIVE EFFORT BETWEEN
THE CITY OF MANOR AND
CAP METRO"



