



City of Galveston

DEPARTMENT OF PARKS AND RECREATION

2222 28TH Street Galveston Texas 77550
409-797-3700

April 6, 2020

To: Brian Maxwell, City Manager
Honorable Mayor and City Council Members

From: Mario Rabago, Director of Parks and Recreation

RE: Consider for Approval Staffs Recommendation to hire Four Seasons Development Company Inc. to Replace the Perimeter Fence at the Wright Cuney Recreation Center and Park. Authorizing the City Manager to Execute all Necessary Documents upon Final Approval by the City Attorney.

I. Background

- A. In April 2019 City Council approved an Economic Development Agreement in the amount of \$900,000 between the Industrial Development Corporation and the City of Galveston to repair, rehabilitate and enhance parks, playgrounds and recreational facilities. Parks Package #3.
- B. The Wright Cuney Recreation Center and Park is located at 718 41st Street. Park amenities include Playground Equipment, a Splash Pad, an Outdoor Basketball Court and Picnic Shelters.
- C. The Recreation Center and Park Grounds are surrounded by an ~1,100 linear foot ornamental fence with access gates.
- D. The fence helps secure the park and recreation center and gates are aligned with the street crosswalks which help prevent children and adults from jaywalking.
- E. The existing fence is more than 15 years old and in need of replacement.
- F. Staff recognized the need to replace the fence and listed this as an IDC Parks Package #3 project.
- G. On February 5, 2020 staff solicited proposals. RFP20-08 Wright Cuney Fence Replacement.
- H. Staff received and Evaluated the following proposals:
 - o Zoat Construction \$58,535.16 – Evaluation Points - 1425
 - o Four Seasons Development \$61,297.00 – Evaluation Points – 1456.23
 - o Barrier Fence - \$61,750 – Evaluation Points – 1134.42
 - o A1 American - \$62,848.00 – Evaluation Points – 953.31
 - o Holmes & Holmes - \$94,500.00 - Evaluation Points – 905.22
- I. Staff evaluated the proposals and selected Four Seasons Development who had the highest evaluation points, 1456.23 and a proposal amount of \$61,297.00 as the best and most qualified proposal.





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II. Current Situation

- A. The Wright Cuney Rec Center and Park perimeter fence is in need of replacement.
- B. The fence helps deter children and adults from jaywalking and also secures the park.
- C. Staff solicited proposals. RFP 20-08 Wright Cuney Fence Replacement
- D. Staff evaluated proposals and selected the Four Seasons Development proposal for the amount of \$61,297.00 as the best and most qualified proposal.
- E. Staff is requesting Council to approve staffs recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence for the amount not to exceed \$61,297.00.

III. Alternatives in Order of Priority

- A. Approve staff's recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence for the amount not to exceed \$61,297.00.
- B. Do not approve staffs recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence.

IV. Recommendation

Concur with alternative A and approve staff's recommendation to hire Four Seasons Development Company Inc. to replace the Wright Cuney perimeter fence for the amount not to exceed \$61,297.00.

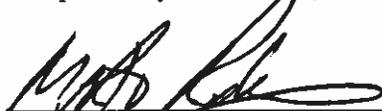
V. Fiscal Impact Report

Requested by:	Mario Rabago Director of Parks and Recreation
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Funding Source:	IDC Parks Package #3 \$61,297.00
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Proposal	\$61,297.00
Amount not to exceed	\$61,297.00

Respectfully Submitted,



 Mario Rabago
 Director of Parks and Recreation

Approved,

 Brian Maxwell
 City Manager



RFP # 20-08 Wright Cuney Fence Replacement

Contractor/Proposer	Evaluator 1	Evaluator 2	Evaluator 3	Total Points	Average Points
Four Seasons	485.41	485.41	485.41	1456.23	485.41
Zoat	485	545	395	1425	475
Barrier Fence	333.14	468.14	333.14	1134.42	378.14
A1 American	267.77	447.77	237.77	953.31	317.77
Holmes & Holmes	241.74	451.74	211.74	905.22	301.74
				0	0

*MRS Roberts
3-18-20*

CONTRACT FOR CONSTRUCTION SERVICES
WRIGHT CUNEY FENCE REPLACEMENT

This Contract (the "Contract") is made and entered into this _____ day of April, 2020, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and **Four Seasons Development Company**, Company, located at **5825 W. Sam Houston Pkwy N, Houston, Texas 77041**.

WHEREAS, the City of Galveston desires to obtain construction services in connection with fence replacement within the City of Galveston ("City") and Four Seasons Development Company ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; Exhibit A identified as the proposal from Company for the following services:

Wright Cuney Fence Replacement

RFP # 20-08

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in Exhibit A, attached and fully incorporated for all intents and purposes.
2. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
3. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
4. **CHANGES**: The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
5. **TERM**: Due to the nature and extent of the Project, the Work is expected to be completed by within 21 business days from Notice to Proceed, unless sooner terminated under the terms set forth herein. *after materials have been obtained.*
6. **LIQUIDATED DAMAGES**: If the Company should neglect, fail, or refuse to complete the work within the time specified, or any proper extension of time granted by the City, then Company agrees that the City may withhold permanently from Company's total compensation, the sum of \$250.00 per day, not as a penalty, but as liquidated damages for the breach of the contract as set forth for each and every calendar day that the Company is in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in

this locality.

The amount for liquidated damages is fixed and agreed upon by and between the Company and the City because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the City would in such event sustain. The amount is agreed to be damages the City would sustain and shall be retained by the City from current periodical estimates for payments or from final payment.

7. ACCESS TO INFORMATION: It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

8. SCHEDULE AND DELIVERABLES: Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached Exhibit A. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in Exhibit A.

9. APPROPRIATIONS: The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

10. FINAL COMPLETION AND ACCEPTANCE: Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If

(a) the work is found completed or substantially completed in accordance with the contract documents, and

(b) the Company has provided the City's Representative a set of "as built" drawings, the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued and no certificate shall be issued until the City has been given "as-built" drawings of the project by Company.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

11. ABANDONMENT BY COMPANY: In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and shall be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and supplies to Company,

and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

12. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure from the Company, the Company may suspend or wholly abandon the work, and may remove all of its machinery, tools and equipment and all other materials on the ground for which the Company used for the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

13. BONDS: Company shall be required to furnish a payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City.

14. COMPENSATION: The City shall compensate Company for the Work at the agreed upon *not-to-exceed amount of Sixty-One Thousand, Two Hundred ninety-seven dollars and zero cents. (\$61,297.00)*. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at 5825 W. Sam Houston Pkwy N, Houston, Texas 77041. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in Exhibit A, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

15. DEFECTS AND THEIR REMEDIES: It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. INSURANCE REQUIREMENTS: Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000** general liability (includes products and personal, etc.)
 - \$1,000,000** fire damage
 - \$1,000,000** automobile damage
 - \$500,000** workers compensation employers' liability
 - Statutory** limits for workers compensationInsurance coverage shall be on an "occurrence basis"

17. **TERMINATION:** This Contract shall terminate automatically upon completion of the Work by Company. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

18. **FORCE MAJEURE:** No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED,** Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION:** Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. INDEPENDENT CONTRACTORS: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. SUBCONTRACTOR: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for fence replacement within the City of Galveston, Texas in Exhibit A constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the City of Galveston is entering into this contract in its governmental capacity, and not a proprietary capacity.

31. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

32. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

33. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

34. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

35. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Four Seasons Development Company
5825 W. Sam Houston Pkwy N
Houston, Texas 77041

*(The remainder of this page left intentionally blank.)
(Signature page follows.)*

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Four Seasons Development Company

By: _____
Brian Maxwell, City Manager

By: Charles McKinney
Charles McKinney, Estimator

ATTEST:

Janelle Williams, City Secretary

APPROVED AS TO FORM

City Attorney

BY EXECUTION OF THIS AGREEMENT, FOUR SEASONS DEVELOPMENT COMPANY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

THE STATE OF Texas §
Harris COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared Charles McKinney of **Four Seasons Development Company**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of April, 2020.



[Signature]
Notary Public in and for
The State of Texas

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.
Four Seasons Development Co.
Houston, TX United States

Certificate Number:
2020-603783

Date Filed:
04/01/2020

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

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.
COG-CON-20-053
Install Ornamental Fence at Wright Cuney Park

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 Charles McKinney, and my date of birth is [REDACTED]

My address is 5825 W Sam Houston Pkwy N, Houston, Tx, 77041, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 1st day of April, 2020.
(month) (year)

Chae Mac
Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2020

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 Carroll Insurance Agency Ltd. 14906 FM 529 Houston, TX 77095	CONTACT NAME: PHONE (A/C, No, Ext): (281) 656-3000	FAX (A/C, No): (281) 656-3001	
	E-MAIL ADDRESS: Service@carrollins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Four Seasons Development Co., Inc. 5825 W Sam Houston Pkwy. North Houston, TX 77041	INSURER A : Colony Insurance Company		39993
	INSURER B : State Auto Property & Casualty Ins Co		25127
	INSURER C : Navigators Specialty Ins Co		36056
	INSURER D : Texas Mutual Insurance Company		22945
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

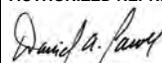
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			103 GL 0031016-00	8/31/2019	8/31/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP2478419	8/31/2019	8/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			HO19EXCZ02MHAIV	8/31/2019	8/31/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0002036127	8/31/2019	8/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wright Cuney Fence Replacement RFP# 20-08

CERTIFICATE HOLDER

CANCELLATION

City of Galveston 823 Rosenberg, Suite 203 P. O. Box 779 Galveston, Texas 77553	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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Carroll Insurance Agency Ltd.		NAMED INSURED Four Seasons Development Co., Inc. 5825 W Sam Houston Pkwy. North Houston, TX 77041	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks
The General Liability and Auto policies include a Blanket Additional Insured Endorsement provision that provides additional insured status to the certificate holder only when there is a written contract that requires such status. The contractual liability coverage provided by the General Liability is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

The General Liability, Auto and Workers Compensation policies include a Blanket Waiver of Subrogation Endorsement that provides this feature only when there is a written contract that requires such status.

Excess Follow Form: Any person or organization, other than the Named Insured, included as an additional insured under Schedule Underlying Insurance, but not for broader coverage than would be afforded by such Scheduled Underlying Insurance.

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 8/31/19 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002036127 of Texas Mutual Insurance Company effective on 8/31/19

Issued to: FOUR SEASONS DEVELOPMENT COMPANY INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

8/29/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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 or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. 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
 2. 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.

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

If coverage provided to the 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:

1. Required by the contract or agreement; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the 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:

1. Required by the contract or agreement; 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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as requested by written contract with the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Person(s) or Organization(s) Including Mailing Address:

All certificate holders where written notice of the cancellation or non-renewal of this policy is required by written contract, permit, or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy, within three (3) business days of our request for the list of certificate holders, for the purposes of complying with such request.

The Person(s) or Organization(s) listing or described in the SCHEDULE above have requested that they receive written notice of cancellation or non-renewal when this policy is cancelled or non-renewed by us. We will endeavor to mail or deliver 30 days written notice (10 days for non-payment of premium by the Insured) to the Person(s) or Organization(s) listed or described in the SCHEDULE.

The notification of cancellation or non-renewal of the policy is solely for the purpose of informing the Person(s) or Organization(s) shown in the SCHEDULE the effective date of cancellation or non-renewal and does not grant, alter, or extend any rights or obligations under this policy. Our failure to provide such notification to the Person(s) or Organization(s) shown in the SCHEDULE will not extend any policy cancellation or non-renewal date nor impact or negate any cancellation or non-renewal of the policy. This endorsement does not entitle the Person(s) or Organization(s) listed or described in the SCHEDULE above to any benefit, rights or protection under this policy.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. TOWING
- P. AUTO LOAN/LEASE GAP COVERAGE
- Q. PERSONAL EFFECTS COVERAGE
- R. LOCKSMITH SERVICES
- S. TAPES, RECORDS AND DISCS COVERAGE
- T. HIRED AUTO PHYSICAL DAMAGE
- U. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item 1.c. of SECTION II – LIABILITY COVERAGE is deleted and replaced with the following:

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional "insured" are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

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

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.
- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" in SECTION V- DEFINITIONS is replaced by the following"

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

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSURED

The following is added to the SECTION II – 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.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

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

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "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".

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

SECTION II – LIABILITY COVERAGE, A.2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

O. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to \$75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

P. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the scheduled "auto";
3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

Q. PERSONAL EFFECTS COVERAGE

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

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

R. LOCKSMITH SERVICES

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

d. Locksmith Services

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

S. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

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

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

T. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a \$1,000 deductible will apply to the "loss".

U. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph B. 7.e.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

A covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required by you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.



TEXAS STATUTORY PAYMENT BOND
(Texas Public Work)

Bond No: 70176433

KNOW ALL BY THESE PRESENTS, that Four Seasons Development Company, Inc.
(hereinafter called the Principal), as Principal and The Guarantee Company of North America USA (hereinafter called the Surety), as Surety, are held and firmly bound unto The City of Galveston, Texas
(hereinafter called the Obligee), as Obligee, in the amount of Sixty-one Thousand, Two Hundred Ninety-seven Dollars and No Cents-----
(\$ 61,297.00) Dollars for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with Obligee, dated the _____ 1st day of April, 2020 to Construct Wright Cuney Fence Replacement / COG-CON-20-053, which contract is hereby referred to and made part hereof and to the same extent if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this _____ 1st day of April, 2020.

Four Seasons Development Company, Inc.
By: [Signature]

The Guarantee Company of North America USA
By: [Signature]
Nancy T. Berry, Attorney-in-fact



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W Berry, Marla Gentry
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of April, 2020.

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

To obtain information or make a complaint:

- You may contact your **agent** at:
- You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567
- You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

- You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

- PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede contactar a su **agente** en:

Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en: 1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS PREMIUM O DE RECLAMACIÓN:
Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía). Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

7. Scope of Services

Wright Cuney Fence Replacement General Scope of Work

- Furnish all labor and materials for the replacement of the existing ornamental fence and gated entries located at the Wright Cuney Park and Recreation Center 718 41st Street Galveston Tx. 77550
- All commercial grade materials
- Replacement of approximately 1,074 ft. X 6 ft. of the existing ornamental fence including but not limited to gates, posts and fasteners
- Montage Plus Classic brand, equivalent or superior product
- 6'H X 8'W, three rail, four inch gap with extended picket bottom panels, spear top
- 2ea. – 13 ft. X 6 ft. double gates
- 1ea. – 48 in. X 6 ft. walk gate
- 1ea. – 7 ft. X 6 ft. walk gate
- Post hole depth should be 1/3 to 1/2 the post height. The diameter shall be 3 times the width of the post.
- Concrete for posts to be mounded at base of post to prevent ponding
- All gates to include fork latch that can accommodate a padlock
- All construction/workmanship to meet or exceed industry standards for commercial grade products and installation
- Removal of post construction materials and general clean-up of site
- Provide warranty information
- Contractor compliance with all local, state and federal permitting requirements
- Compliance with all local, state, and federal laws
- Contractor responsible for all permitting costs
- Provide construction time line for completion of project
- Existing fence will be removed prior to installation of new fence. Bid is not to include removal of existing fence.

BID BOND

THE STATE OF TEXAS

SURETY'S NO. Bid Bond

KNOWN ALL MEN BY THESE PRESENT, THAT Four Seasons Development
Company, Inc. of the City of

Houston, County of Harris, and State of Texas

as Principal, and The Guarantee Company of North*, as Surety, *America USA

Are held and firmly bound unto the City of Galveston, Texas, a home rule municipal corporation of Galveston County, Texas, as Obligee, in the amount of:

Five Percent of the Greatest Amount Bid

(written amount); (\$ 5% G.A.B.),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

WRIGHT CUNEY FENCE REPLACEMENT

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this bid bond shall be void; otherwise this bid bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Galveston County, State of Texas.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Richard D. Bright, Nancy T. Berry, Steven W Berry, Marla Gentry
INSURICA TX Insurance Services, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
- 2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
- 3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
- 4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26th day of February, 2020.

Randall Musselman

Randall Musselman, Secretary



TEXAS CONSUMER NOTICE

1. IMPORTANT NOTICE

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1-866-328-0567
- You may also write to The Guarantee Company of North America USA at:

One Towne Square, Suite 1470
Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

- You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

- You may write the Texas Department of Insurance:
333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

- PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

- ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

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Puede llamar al número de teléfono gratuito de The Guarantee Company of North America USA para obtener información o presentar una queja en:
1-866-328-0567

También puede escribir a The Guarantee Company of North America USA a:

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Southfield, Michigan 48076
Web: www.theguaranteeus.com
E-mail: Claims.US@theguarantee.com
Fax: 248-750-0431

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas en: 1-800-252-3439

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333 Guadalupe Street
P.O. Box 149104
Austin, TX 78701
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

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Si tiene una disputa sobre su prima o sobre un reclamo, debe comunicarse primero con el (agente) (compañía) agente o la compañía). Si la disputa no se resuelve, puede comunicarse con el Departamento de Seguros de Texas (TDI).

ADJUNTE ESTE AVISO A SU POLÍTICA: Este aviso es solo para información y no se convierte en parte o condición del documento adjunto.

Appendix A – Bid Document

Submittal Checklist: (To determine validity of bid)

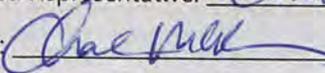
Appendix A (pages 9 through 18) must be included in the bid submittal.

Appendix B – G (pages 18 through 24) all forms must be complete and included in the bid submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

- | | |
|--|--|
| <input type="checkbox"/> Appendix B – Conflict of Interest
<input type="checkbox"/> Appendix C – House Bill 89 Verification
<input type="checkbox"/> Appendix D – Property Tax Statement | <input type="checkbox"/> Appendix E – Nepotism Statement
<input type="checkbox"/> Appendix F – Non-Collusion Statement
<input type="checkbox"/> Appendix G – Certification Regarding Debarment |
|--|--|

Appendix J (pages 28 through 36) must be included in the bid submittal.

All bids submitted to the City of Galveston shall include this page with the submitted Bid.	
RFP Number:	20-08
Project Title:	Wright Cuney Fence Replacement
Submittal Deadline:	Wednesday, February 26, 2020 @ 10:00 a.m. CST
Submit in person: City of Galveston Purchasing Division, 823 Rosenberg St., Room 300, Galveston, Texas 77550 or by mail: City of Galveston Purchasing Division, PO Box 779, Galveston, Texas 77553	
Proposer Information:	
Proposer's Legal Name:	Four Seasons Development Company
Address:	5825 W. Sam Houston Pkwy N
City, State & Zip	Houston, TX. 77041
Federal Employers Identification Number #	76-0077255
Phone Number:	(713) 466-7077
Fax Number:	(713) 896-4775
E-Mail Address:	cmckinney@fourseasonsdevelopmentco.com
Proposer Authorization	
<p>I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Offeror.</p>	
Printed Name and Position of Authorized Representative: <u>Charles McKinney Estimator</u>	
Signature of Authorized Representative: <u></u>	
Signed this <u>24th</u> (day) of <u>February</u> (month), <u>2020</u> (year)	

Appendix A – Proposal Document (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION

1. Proposed Products and/or Services

- A. Product or Service Description: Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the service or product and/or service proposed in accordance with the required Scope of Services as identified in Appendix J. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Material Safety Data Sheets (MSDS): If applicable, the successful Proposer shall provide the City with applicable MSDS documentation as required by applicable laws and regulations.
- D. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Bid submitted.
- E. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the ITB. The Bid Document must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Schedule of Pricing: Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

- B. This section left intentionally blank.
- C. This section left intentionally blank.

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

-57

State the number of years' experience the business has: 1983; and the number of employees: 20+.

- D. Project Related Experience: All Bids must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. References *SEE ATTACHED*

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein. Proposer shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

FOUR SEASONS DEVELOPMENT COMPANY
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
TIMBERLANE UTILITY DISTRICT CYPRESS CREEK PARK FENCE	VAN DE WIELE & VOGLER 2925 BRAIRPARK SUITE 275 HOUSTON, TX 77042	Jeffrey W. Vogler, P.E. (713) 782-0042 \$77,777.43	6/13 – 7/13	100%
TEXAS SOUTHERN UNIVERSITY WROUGHT IRON FENCE	TSU 3443 BLODGETT ST HOUSTON, TX 77004	CARLA WEST (713) 313-7375 \$68,544.00	8/13 – 9/13	100%
TEXAS A&M – UVALDE WROUGHT IRON FENCE AND GATES	TEXAS A&M AGRILIFE RESEARCH 1619 GARNER FIELD RD UVALDE, TX 78801	DAVID GLOCKZIN (979) 458-2184 \$24,892.09	9/13 – 9/13	100%
TEXAS DEPT OF PUBLIC SAFETY FLORENCE – SECURITY FENCE	TXDPS 820 CR 240 FLORENCE, TX 76527	RAY MILLER (512) 424-2205 \$134,350.00	9/13- 10/13	100%
TXDOT – ROBSTOWN FACILITY SECURITY FENCE AND GATES	TxDOT 7000 WASHINGTON AVE HOUSTON, TX 77007	SAM COPELAND (210) 615-5876 \$28,875.00	10/13 – 10/13	100%
PORT OF HOUSTON TURNING BASIN FENCE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	ALVIN JACKSON (713) 670-2895 \$58,348.00	12/13 – 1/14	100%
GREENS PORT INDUSTRIAL PARK SECURITY FENCE	WATCO – GREENS PORT 1755 FEDERAL RD HOUSTON, TX 77015	ERNIE FARRAND (713) 455-1080 \$115,366.26	12/13 – 4/14	100%
PORT OF HOUSTON BAYPORT CRUISE TERMINAL	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	ALVIN JACKSON (713) 670-2895 \$36,000.00	9/14 – 9/14	100%
TXDOT PORT ARANSAS FERRY SECURITY FENCE AND GATES	1832 N SIDNEY BAKER KERRVILL, TX. 78028	SAM COPELAND (210) 615-5876 \$289,600.00	3/15 – 3/15	100%
BURNET CISD STADIUM FENCING	BURNET CISD STADIUM FENCING BURNET, TX. 78611	CHARLES GOBLE (512) 588-9143 \$78,542.00	7/15 – 8/15	100%

FOUR SEASONS DEVELOPMENT COMPANY
 QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
TEXAS A&M AGRILIFE STEPHENVILLE PARKING LOT FENCE AND GATES	TAMU AGRILIFE 1229 N HWY 281 STEPHENVILLE, TX. 76401	TRENT BURFORD (979) 458-2184 \$23,300.00	9/15 – 9/15	100%
HENSEL PHELPS JENNIE SEALY HOSPITAL FENCING AND GATES	UTMB JENNIE SEALY HOSP	LUKE MURPHY (409) 572-2156 \$51,704.00	10/15 – 10/15	100%
CITY OF SEGUIN ELEVATED STORAGE TANKS	CITY OF SEGUIN 205 N RIVER SEGUIN, TX. 78155	EMERY GALLAGHER (830)379-3212 \$45,832.00	10/15 – 11/15	100%
SAN ANTONIO WATER SYSTEM STAHL RD / FOSTER RD	SAWS 2800 US HWY 281 NO SAN ANTONIO, TX. 78212	CARL DAYLONG (210) 233-3404 \$138,400.00	11/15 – 12/15	100%
PORT OF HOUSTON TURNING BASIN FENCE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	DON SMITH (713) 670-2400 \$58,348.00	1/16 – 2/16	100%
NEW BRAUNFELS CEMETERY	CITY OF NEW BRAUNFELS 297 S GRAPE AVE NEW BRAUNFELS, TX 78130	KIP WIEBERDINK (830) 832-6771 \$78,773.00	8/16 – 9/16	100%
WESLACO ISD FENCING FOR 7 CAMPUSES 2016	WESLACO ISD 312 W 5 TH ST WESLACO, TX 78596	BALDEMAR GARCIA (956) 969-6569 \$396,997.00	9/16 – 12/16	100%
OAKWOOD CEMETERY FENCE	CITY OF HUNTSVILLE 1212 AVE M HUNTSVILLE, TX. 77340	BILLIE SMITH (936) 291-5495 \$107,374.00	12/16 – 1/17	100%
LASKER PARK POOL GALVESTON	ARDENT CONSTRUCTION 133 N FRIENDSWOOD DR #300, FRIENDSWOOD, TEXAS 775646	LARRY BROWN (832) 900-4805 \$33,051.00	5/17 – 5/17	100%
SEGUIN – VETTER ST BOOSTER STATION	RP CONSTRUCTORS	ROBERT PFEIFFER (512) 392-5111 \$32,335.00	5/17 – 6/17	100%

FOUR SEASONS DEVELOPMENT COMPANY

QUALIFICATION STATEMENT – FENCE PROJECTS

PROJECT	OWNER	CONTACT AND AMOUNT	START AND END DATE	% OF WORK COMPLETED
WESLACO ISD FENCING FOR 7 CAMPUSES 2017	WESLACO ISD 312 W 5 TH ST WESLACO, TX 78596	BALDEMAR GARCIA (956) 969-6569 \$463,251.00	10/17 – 5/18	100%
VARNETT PUBLIC SCHOOLS FENCE FOR SE CAMPUS	VARNETT PUBLIC SCHOOLS 5025 S WILLOW DR HOUSTON, TX. 77035	TERRELL RUSSELL (713) 726-7603 \$79,776.00	10/18 – 11/18	100%
BUNDY LAKE FENCE PROJECT	HC MUD #71 1950 LOCKWOOD BYPASS RICHMOND, TX. 77460	NICK COOKE (512) 239-8096 \$227,288.58	10/18 – 1/19	100%
ROCKPORT MARINE LAB	TEXAS PARKS & WILDLIFE 702 NAVIGATION CIR ROCKPORT, TX 78382	WILLIAM RAMOS (512) 627-4179 \$9,069.00	12/18 – 12/18	100%
KENDLETON – WILLIE MELTON	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Michel Davis (281) 835-9419 \$14,638.00	1/19 - 1/19	100%
JONES CREEK RANCH and FOUR CORNERS RECREATION	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Michel Davis (281) 835-9419 \$24,970.00	5/19 – 5/19	100%
COLLEGE STATION UTILITIES ELECTRICAL FACILITY	COLLEGE STATION UTILITES 1601 GRAHAM RD COLLEGE STATION, TX. 77842	Cody Leis (979) 764-6226 \$49,886.00	8/19 – 9/19	100%
PORT OF HOUSTON AUTH SECURITY FENCE REPLACEMENT PORTWIDE	PORT OF HOUSTON 111 EAST LOOP NO HOUSTON, TX 77029	Oscar Zavala (713) 906-6078 \$148,100	10/19 – 11/19	100%
SAN ANTONIO WATER SYSTEM LEON CREEK WRC SECURITY FENCE	SAWS 2800 US HWY 281 NO SAN ANTONIO, TX. 78212	CARL DAYLONG (210) 233-3404 \$223,673.00	10/19 – 12/19	100%
JONES CREEK RANCH PARK BALLFIELDS	FORT BEND COUNTY PARKS PO BOX 509 FRESNO, TX. 77545	Abran Lopez (281) 642-3727 \$24,970.00	1/20 – 2/20	100%

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

- A. Centralized Master Bidders List registration number: _____.
- B. Prime contractor HUB / MWBE registration number: _____.
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____ - _____ - _____.

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Galveston to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to **purchasing@galvestontx.gov**.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed

using a City of Galveston procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: Few Seasons Development Co

Contract #: _____

Description: Wright Cuney Fence Replacement

Primary Contact (Name): Charles McKinney

Primary Contact Phone Numbers: Home: _____ Cell: (904) 215-6757

Secondary Contact (Name): Julian Kubeczko

Secondary Contact Phone Numbers: Home: _____ Cell: (713) 252-0061

After Hours emergency opening fee, if applicable: \$ N/A

9. Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase purchase.

No, Only the City can

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

1. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Refer to Texas Local Government Code 2251, Payment for Goods and Services. Otherwise known as the Prompt Payment Act. Send all invoices to City of Galveston Attention: Accounts Payable, PO Box 779, Galveston, Texas 77553 or email: accountspayable@galvestontx.gov. See Appendix H for ACH Payment Information, if you

elect to receive your payments according to Appendix H, fill out the form and return with your documents.

- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. FOB (delivery charges): All products offered shall be FOB final destination, with all delivery charges to be prepaid by the Proposer. The City does not accept C.O.D. or collect shipments. The contract price shall include all charges, including delivery, installation and set-up fees. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed by the successful Proposer at no additional cost to the City.
- E. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.
- F. Force Majeure: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.
- G. Liquidated Damages: The parties agree that, if the Project is not completed within the time specified plus any extensions of time allowed pursuant thereto, the actual damages sustained by the Owner because of any such delay will be uncertain and difficult of ascertainment, and that the reasonable foreseeable value of the use of said project by the Owner would be the sum of \$250.00 per calendar day. The Contractor therefore agrees to pay, and the Owner agrees to accept, as liquidated damages and not as a penalty, the sum of \$250.00 per calendar pay for each day's delay in fully completing said project beyond the time specified in the Contract and any extensions of such time allowed there under.
- H. Change Orders: per Texas Local Government Code Sec. 252.048. CHANGE ORDERS.
(a) If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.

(b) The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

(c) If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders.

(c-1) If a change order for a public works contract in a municipality with a population of 300,000 or more involves a decrease or an increase of \$100,000 or less, or a lesser amount as provided by ordinance, the governing body of the municipality may grant general authority to an administrative official of the municipality to approve the change order.

(d) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

2. **Miscellaneous**

- A. **Independent Contractor**: Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. **Assignments**: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Supervisor. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. **Liens**: Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. **Gratuities / Bribes**: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract
- E. **Financial Participation**: Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. **Required Licenses**: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Authority to Submit Proposal and Enter Contract**: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. **Authority to Enter Contract – City**: The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract. Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Councils agenda and approved in an open meeting. Department heads and other elected officials are not authorized to enter

into any type of agreement or contract on behalf of the City of Galveston. Only the City Manager may enter into a contract on behalf of the City of Galveston as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager, (City's authorized representative).

- I. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- J. Non-Discrimination: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants and employees are not discriminated against on the basis of race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, disability, color, religion, sex or national origin. (3) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- K. Wage Rates: In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. If, however, Federal funds are used specified wage decisions will be listed as part of the overall bid document.

3. Financial Responsibility Provisions

- A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified in the Scope of Services, Appendix J) as City may require, naming the City of Galveston as the additional insured:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance for at least One Million Dollars (\$1,000,000) on a per occurrence basis, with a Two Million (\$2,000,000) aggregate. Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed

Operations/Products Liability, Premises Liability, Medical Payments, and Broad Form General Liability Endorsements;

- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage at the minimum State of Texas requirements;
- iv. Professional Liability, Errors and Omissions in an amount to be determined in the Scope of Services.

Insurance coverage shall be on an "occurrence basis"

- B. **Indemnification:** In Accordance with State Law, the contractor agrees to indemnify, save, and hold harmless the City of Galveston, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgements, or liabilities, for personal injury, death, or property damage resulting from the acts or omissions of anyone under the contractor's supervision or control.

In the event of any cause of action or claim asserted by a party to this agreement or any third party, the City will provide the contractor with timely notice of such claim, dispute or notice. Thereafter, the contractor shall at its own expense, faithfully and completely defend and protect the City against any and all liabilities arising from this claim, cause of action, or notice.

- i. **Indemnity for Intellectual Property:** Proposer hereby warrants that the use or sale of the products, materials and services delivered hereunder will not infringe on the rights of any trade secrets, patent, copyright, registered trademark, or other intellectual property by right covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.
- C. **Bond Requirements:** If applicable, per the Scope of Work, prior to the commencement of work on this Project, Bidder shall deliver to the City the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, unless otherwise stated below:
- i. Bid bonds are required for bids over \$25,000.00 in the amount of 5% of the total bid amount. This must be issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the City, or a Cashier's Check.
 - ii. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
 - iii. A performance bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein; and
 - iv. A maintenance bond insuring full and prompt maintenance, repair and/or replacement of the goods to be provided by Bidder for a period of two years from date of acceptance by the City.

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a Proposal to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**Date
Received**1. Name of person who has a business relationship with local governmental entity.**

N/A

2. Check this box if you are filing an update to a previously filed questionnaire.(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)**3. Name of local government officer with whom filer has employment or business relationship.**_____
Name of Officer

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix C - House Bill 89 Verification

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

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; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

I, Charles McKinney (Person name), the undersigned representative of (Company or

Business Name) Four Seasons Development Co (hereinafter referred to as Company)

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Galveston, Texas.

2-25-20

DATE

Charles McKinney
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF Texas §
COUNTY OF Harris §

On this day, BEFORE ME, the undersigned, personally appeared Charles McKinney the Representative of Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of February, 2020

[SEAL]



Rusty W. Burrell
NOTARY PUBLIC in and for the
State of Texas

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix D – Property Tax Statement

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR
DEEMING YOUR BID OR PROPOSAL
"NON-RESPONSIVE."**

The City of Galveston, Texas has adopted the following policy:

The City of Galveston will not do business with any person or business that owes delinquent property taxes to the City.

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

I do not owe the City property taxes that are delinquent.

I owe City property taxes that are delinquent on property located at

Charles McKinney

Proposer's Printed or Typed Name



Proposer's Signature

2-25-20

Date

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

I am not related by blood or marriage to any official or employee of the City of Galveston

I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

VENDOR Four Seasons Development Co

ADDRESS 5825 W Sam Houston Pkwy N

Houston, TX. 77041

PHONE (713) 466-7077

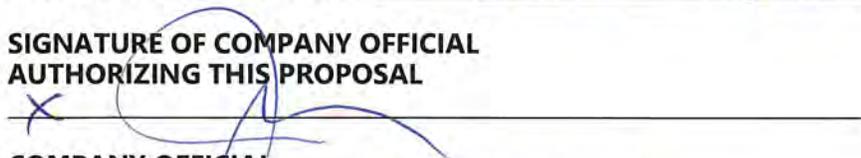
FAX (713) 896-4775

PROPOSER (SIGNATURE) 

PROPOSER (PRINTED NAME) Charles McKinney

POSITION WITH COMPANY Estimator - Proj Coordinate

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

X 

COMPANY OFFICIAL
(PRINTED NAME) Julian Kubacki

OFFICIAL POSITION owner

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.

**Appendix G – Document 00435
The City of Galveston, Texas**

**DOCUMENT 00435, REQUIRED BY ALL BIDDERS WHO WILL RECEIVE FEDERAL FUNDS IN
PAYMENT OF PROCUREMENT.**

**PROPOSER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION (49 CFR PART 29)**

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Proposer agrees that by submitting this proposal that Proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

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

Charles McKinney
(Printed or typed Name of Signatory)

Charles McKinney
(Signature)

2-25-20
(Date)

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

END OF DOCUMENT 00435-FAA

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A
PART OF THE PACKAGE AS MENTIONED IN SECTION 6B OF THE PROPOSAL.**

- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

Bank References SEE ATTACHED
 Address: _____ Contact Name: _____
 City & State: _____ Zip: _____ Phone Number: _____
 Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
 (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 25th day of February, 2020.

Charles McKinney
 Signature

Charles McKinney - Estimator
 Printed Name and Title

Four Seasons Development Co
 Company Name

Notary Statement:

Charles McKinney being duly sworn, says that he/she is the *Estimator* Position/Title
 of *Four Seasons Development Co* (Firm Name), and hereby swears that the answers to the foregoing
 questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person,
 firm, or corporation to furnish any information requested City/County of *Harris* in verification of the
 recitals comprising this Statement of Bidder's Qualifications.

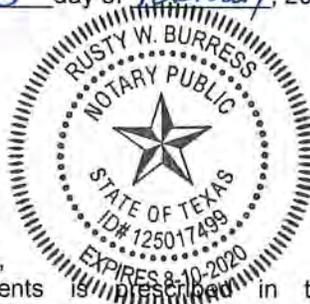
Subscribed and sworn before me this *25* day of *February*, 20*20*

Notary Public
[Signature]

Signature
Rusty W. Burress
 Printed Name

My Commission Expires: *8/10/20*

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.



STATEMENT OF BIDDER'S QUALIFICATIONS

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

Date: 2-25-20
 Bidder (Legal Name of Firm): Four Seasons Development Co Inc
 Date Organized: 1983 July
 Name of Owner(s): Julian Kubaczka
 Address: 5825 W. Sam Houston Pkwy N
Houston, TX. 77041

Date Incorporated: July 18, 1983
 Federal ID Number: 76-0077255
 Number of Years in contracting business under present name: 37
 List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Kids R Kids - Beaumont</u>	<u>27,665.00</u>	<u>March 5th</u>
<u>Fair Bend County Animal Services</u>	<u>23,200.00</u>	<u>March 8th</u>
<u>Stream Flo - Gate Delicate</u>	<u>6205.00</u>	<u>Feb 28th</u>

Type of work performed by your company: Fence - All types of Construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No
 (If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
 (If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
<u>SEE ATTACHED</u>		

Major equipment available for this contract: AUGER

Are you in compliance with all applicable EEO requirements? Yes No
 (If no, please attach summary of details on a separate sheet.)

Are you a Section 3 business? (see below) Yes No

Section 3 Business Concerns:
 a) Businesses that are 51 percent or more owned by Section 3 residents;

FOUR SEASONS DEVELOPMENT CO., INC.

5825 West Sam Houston Pkwy North
Houston, TX. 77041

References / Bank Information

BANK INFORMATION

CONTACT (S):

Community Bank of Texas
6461 FM 1960 West
Houston, TX 77069

Michael Pfisterer
713-210-7649 / 832-339-3569
Chris Collins 713-210-7645

REFERENCES:

CONTACT (S):

Redco Tool & Fastener Supply LLC
6125 W Sam Houston Pkwy N #201
Houston, TX 77041

John or Debbie Knowles
Ph: 713-725-2788 Office: 713-937-8665
Fax: 713-937-8676

Action Plumbing Supplies
14620 Hempstead Highway
Houston, TX. 77040

Mr. Gary Jozwiak
Ph: 281-705-6542 Office: 713-466-1966
Fax: 713-466-5166

SCS Construction Management
7510 Wright Road
Houston, TX: 77041

Mr. Robert Scherer
Ph: 713-516-7030 Office: 713-466-6450
Fax: 713-466-9771

United Structures of America
DEPT CODE 003
PO BOX 3108
Houston, TX 77253-3108

Ms. Edith Baldrige
Ph: 281-442-8247

DATE INCORPORATED: JULY 18, 1983

TAX ID: 760077255

15914 Capri Drive
Houston, TX. 77040
(713) 937-8868

JK - 459-98-1709 - SSN
10/25/1953
PK - 444-98-5208 - SSN
7/15/1953

07781798 - TDL

07316393 - TDL

FOUR SEASONS DEVELOPMENT CO., INC.

5825 West Sam Houston Pkwy North
Houston, TX. 77041

References / Bank Information

Insurance/Bonding Information

Insurica
19450 State Hwy 249
STE 550
Houston, Texas 77070
Ph: (713) 939-9898
Ph: (800) 627-6474
Fax: (713) 939-7416

Kim Smith
ksmith@insurica.com

To Whom It May Concern:

Per your request, the following is a list of Superintendents along with contact numbers and resume information.

Julian Kubeczka

713-466-7077

Experience includes Owner & President of Four Seasons Development since 1980 and has overseen all projects from Decks and Fences to Custom Homes to Commercial Development.

Jeff Hartgrove

281-541-9620

Construction Superintendent and Project Manager with Four Seasons Development since February 1995, responsible for new construction and commercial remodel jobs. Experienced in Electrical, Plumbing, Carpentry, Concrete and Site Work.

Bill Donohue

832-347-8333

General Superintendent with Four Seasons Development since February 2008. Past experience includes Superintendent over all aspects of construction from excavating to finished product for 35 years.

Don Jones

713-899-4594

General Superintendent with Four Seasons Development since December 2013. Past experience includes Superintendent over all aspects of commercial from ground to finished product, high end residential remodel work and historical renovations for 30 years.

Kevin Winkelmann

281-541-8642

Project Manager and Project Superintendent with Four Seasons Development for a total of 19 years. Responsible for estimating future projects, setting up new projects, commercial and residential and presiding over most company projects including all areas of paperwork, submittals and close out documents.

20 Workers on staff consisting of Machine Operators, Fence Installers and Laborers.

FOUR SEASONS DEVELOPMENT CO INC
BALANCE SHEET
JUNE 30, 2014

ASSETS

CURRENT ASSETS		
CASH-VISTA BANK	(\$	2,340.60)
CASH-TRUSTMARK GEN ACCT		90,945.31
CERTIFICATES OF DEPOSIT		100,000.00
ACCOUNTS RECEIVABLE		1,071,790.79
RESERVE FOR DOUBTFUL ACCTS		(311,981.62)
ACCT. RECEIVABLE - INTER CO		4,189,268.84
COSTS IN EXCESS OF BILLINGS		<u>2,109,950.20</u>
TOTAL CURRENT ASSETS		7,247,632.92
PROPERTY AND EQUIPMENT		
FURNITURE & FIXTURES		40,321.21
MACHINERY & EQUIPMENT		948,763.40
BUILDINGS		501,758.51
LAND		256,516.25
VEHICLES		634,839.29
ACCUMULATED DEPRECIATION		<u>(1,553,201.00)</u>
TOTAL PROPERTY AND EQUIPMENT		828,997.66
OTHER ASSETS		
TOTAL OTHER ASSETS		<u>0.00</u>
TOTAL ASSETS		<u>\$ 8,076,630.58</u>

LIABILITIES AND CAPITAL

CURRENT LIABILITIES		
ACCOUNTS PAYABLE	\$	2,793,170.10
PAYROLL TAXES PAYABLE		6,350.14
ACCRUED PROPERTY TAXES		26,951.54
FEDERAL INC.TAXES PAY.-CURRENT		7,689.00
SALES TAXES PAYABLE		<u>435,994.66</u>
TOTAL CURRENT LIABILITIES		3,270,155.44
LONG-TERM LIABILITIES		
FEDERAL INC.TAXES PAY.-DEFERRE		<u>36,243.00</u>
TOTAL LONG-TERM LIABILITIES		<u>36,243.00</u>
TOTAL LIABILITIES		3,306,398.44

FOUR SEASONS DEVELOPMENT CO INC
BALANCE SHEET
JUNE 30, 2014

CAPITAL		
COMMON STOCK	1,000.00	
ADDITIONAL PAID IN CAPITAL	48,810.52	
RETAINED EARNINGS	1,767,807.70	
NET INCOME	<u>2,952,613.92</u>	
TOTAL CAPITAL		<u>4,770,232.14</u>
TOTAL LIABILITIES & CAPITAL		<u>\$ 8,076,630.58</u>

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY
SEE ACCOUNTANTS' COMPILATION REPORT

FOUR SEASONS DEVELOPMENT CO INC
INCOME STATEMENT
FOR THE SIX MONTHS ENDING JUNE 30, 2014

	SIX MONTHS ENDED JUNE 30, 2014	
REVENUES		
CONSTRUCTION REVENUES	\$ 7,069,356.47	89.83
INTERCOMPANY-SERVICES	<u>800,000.00</u>	10.17
TOTAL REVENUES	<u>7,869,356.47</u>	100.00
COST OF SALES		
COST OF SALES-MAT/SVCS.	4,649,937.89	59.09
FUEL EXPENSE	<u>1,513.66</u>	0.02
TOTAL COST OF SALES	<u>4,651,451.55</u>	59.11
GROSS PROFIT	<u>3,217,904.92</u>	40.89
EXPENSES		
SALARIES	109,030.18	1.39
PAYROLL TAXES	10,406.46	0.13
ADVERTISING	2,930.46	0.04
BANK SERVICE CHARGES	1,676.08	0.02
CONTRIBUTIONS	2,350.00	0.03
DEPRECIATION	38,070.00	0.48
ENTERTAINMENT	17,337.00	0.22
INSURANCE	15,718.54	0.20
INTEREST EXPENSE	13,027.18	0.17
OFFICE EXPENSE	5,462.37	0.07
POSTAGE	2,950.67	0.04
PROF FEES-LEGAL,ENG.ACCT	9,500.18	0.12
TAXES - PROPERTY	27,586.00	0.35
TELEPHONE	4,315.05	0.05
UTILITIES	<u>4,930.83</u>	0.06
TOTAL EXPENSES	<u>265,291.00</u>	3.37
NET INCOME	<u>\$ 2,952,613.92</u>	37.52

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY
SEE ACCOUNTANTS' COMPILATION REPORT

FOUR SEASONS DEVELOPMENT INC.
 CONTRACTS IN PROGRESS

JUNE 30, 2014

Customer	Job Description	COSTS		Contract Price	Cost To Date	Est. Costs To Complete	Est. Total Costs	Gross Profit	GP %	Pct Comp	Progress Billings To Date	Costs and Est. Earnings in Excess of Billings	Billings in Excess of and Est. Earnings	Gross Profit Recognized
		Est. Costs To Complete	Est. Total Costs											
					132,711.35		132,711.35					132,711.35		
					790,178.37		790,178.37					790,178.37		
					1,187,060.48		1,187,060.48					1,187,060.48		
					2,109,950.20		2,109,950.20					2,109,950.20		
					2,109,950.20		2,109,950.20					2,109,950.20		

COMMERCIAL CONTRACTS:

RELATED COMPANY-FSBP LTD

N Sam Houston Pkwy@249
 Robstown-Celco-Hwy 77
 4741-CR 430 - RCW
 Bourgeois Bus Park

Unaudited - For Management Purposes Only
 See Accountant's Compilation Report



PROTECT. MANAGE. GROW.

USI Southwest
Three Memorial City
840 Gessner, Suite 600
Houston, Texas 77024
Main 713-490-4600
Fax 713-490-4700

July 17, 2013

**RE: FOUR SEASONS DEVELOPMENT CO.
WORKERS' COMPENSATION EXPERIENCE MODIFIER INFORMATION**

Dear Sirs:

This letter is to the NCCI Experience Modifier information for Four Seasons Development Company as follows:

<u>Effective Date</u>	<u>Experience Modifier</u>
7/18/13-14	0.81
7/18/12-13	0.81
7/18/11-12	0.84
7/18/10-11	0.83
7/18/09-10	0.84
7/18/08-09	0.83
7/18/07-08	0.78

We appreciate your confidence in USI and look forward to serving you again soon.

Sincerely,

Brian Ratliff

Brian Ratliff, ARM, CIC, CRIS
Account Executive
Brian.Ratliff@usi.biz
713 490-4717

38396699 / GENERPET



Four Seasons Development Co.



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Four Seasons Development Company

Four Seasons Development Co, Inc., established in 1980, is a full-service construction company that provides professional services both in Houston and outer lying areas. The company's reputation has been based on it's ability to provide quality design with the budget restraints while maintaining efficiency throughout the construction documentation and construction administration phase.

The company's expertise and focus remains in a diversity of markets, which include: commercial office building, retail, large shopping centers and malls, restaurants, multi-family, banks, institutional, industrial warehouses, religious facilities and custom homes. Our experience in designing such diverse projects has given us the expertise in the field of planning, budgeting and building technology.

We recognize that our clients may have limited experience in building planning, therefore; we make every effort to guide them through all phases of the building development process. At Four Seasons Development Co, Inc., we dedicate our efforts to our clients' success.

Four Seasons Development Co, Inc.
5825 West Sam Houston Parkway
Houston, TX 77041
Tel: (713) 466-7077
Email: info@fourseasonsdevelopmentco.com



We believe that confidence and loyalty are gained by the following attributes:

- Innovation in design to meet the client's needs and market conditions
- On-time project delivery from stringent schedules
- Familiar and successful with city permitting process and requirements
- Providing quick response and innovative solutions to problems throughout the construction phase
- Understanding the construction process, requirements, industry standards and code requirements
- A strong knowledge in the real estate market



Date: 2/18/2020
To: Prospective Proposers
Subject: Addendum No. 1
Updated Bid Bond Form

This addendum forms part of the proposal and contract documents and modifies the original solicitation documents dated 2/3/2020. Acknowledge receipt of this addendum in the space provided below. FAILURE TO DO SO WILL SUBJECT OFFEROR TO DISQUALIFICATION.

See attached updated bid bond form.

I hereby certify receipt of this addendum and have incorporated its information or changes in preparation of my submittal.

Authorized Signature

2-25-20

Date

Charles McKinney

Printed Name

Four Seasons Development Co Inc

Company Name

A COPY OF THE ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL