Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 02193018
Control 018103025
Project STP 2019(443)HES etc.
Highway SH 36 etc.
County CALLAHAN etc.

March 18, 2019

FLAT LINE, INC.
PO BOX 1135
CHILDRESS, TX 79201-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Brisel da Martinez

Jesse A. Lineberger
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: HANOVER INSURANCE COMPANY, THE
BOND NO. BCD1063582

CONTRACT NO.	02193018
CONTROL	0181-03-025 ETC.
PROJECT	STP 2019(443)HES
HIGHWAY	SH 36 ETC.
COUNTY	CALLAHAN ETC.

CONTRACT

between

STATE OF TEXAS

and

FLAT LINE, INC.

for

CONSTRUCTION OF 162.518 MILES

of

SH 36 ETC.

in

CALLAHAN ETC. COUNTY

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CONTRACT NO.	02193018
CONTROL	0181-03-025 ETC.
PROJECT	STP 2019(443)HES
HIGHWAY	SH 36 ETC.
COUNTY	CALLAHAN ETC.

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **FLAT LINE, INC.** , its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **68 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 2019(443)HES , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : CALLAHAN 018103025 2 2 19 47 18

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
500	6001		MOBILIZATION			
			LS	1.000	500.000	500.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING			
			MO	4.000	10.000	40.00
533	6001		RUMBLE STRIPS (SHOULDER)			
			LF	791,569.000	.115	91,030.43
533	6002		RUMBLE STRIPS (CENTERLINE)			
			LF	258,820.000	.140	36,234.80
658	6004		INSTL DEL ASSM (D-SW)SZ 1(FLX)SRF			
			EA	17.000	175.000	2,975.00
666	6006	007	REFL PAV MRK TY I (W)4"(DOT)(100MIL)			
			LF	348.000	1.000	348.00
666	6036	007	REFL PAV MRK TY I (W)8"(SLD)(100MIL)			
			LF	2,504.000	1.000	2,504.00
666	6147	007	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)			
			LF	1,318.000	4.500	5,931.00
666	6300	007	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)			
			LF	14,970.000	.250	3,742.50
666	6303	007	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)			
			LF	858,707.000	.240	206,089.68
666	6312	007	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)			
			LF	94,750.000	.250	23,687.50
666	6315	007	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)			
			LF	626,918.000	.240	150,460.32
666	6342	007	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)			
			LF	833,969.000	.570	475,362.33
666	6344	007	REF PROF PAV MRK TY I(Y)4"(BRK)(100MIL)			
			LF	60,120.000	.600	36,072.00
666	6345	007	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)			
			LF	181,030.000	.600	108,618.00
668	6076		PREFAB PAV MRK TY C (W) (24") (SLD)			
			LF	1,199.000	14.000	16,786.00
668	6077		PREFAB PAV MRK TY C (W) (ARROW)			
			EA	19.000	250.000	4,750.00
668	6085		PREFAB PAV MRK TY C (W) (WORD)			
			EA	9.000	250.000	2,250.00
668	6113		PRE PM TY C(ACC PRK)(BL&WH)(W/BORDR)LG			
			EA	1.000	250.000	250.00
672	6007		REFL PAV MRKR TY I-C			
			EA	1,066.000	3.000	3,198.00

PROJECT: STP 2019(443)HES , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : CALLAHAN 018103025 2 2 19 47 18

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
672	6009		REFL PAV MRKR TY II-A-A			
			EA	16,184.000	2.400	38,841.60
6056	6002		PREFORMED CENTERLINE RUMBLE STRIP			
			LF	15,345.000	5.750	88,233.75
6185	6005	001	TMA (MOBILE OPERATION)			
			DAY	68.000	10.000	680.00
					TOTAL	1,298,584.91

CONTRACT NO. 02193018
COUNTY CALLAHAN ETC.

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By _____ Date 3/18/19
for GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION
(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:

_____

CONTRACTOR
Party of the Second Part

FLAT LINE, INC.

By: _____ Pres. _____ 3-5-19
(Title) (Date)

By: _____ _____
(Title) (Date)

By: _____ _____
(Title) (Date)

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PERFORMANCE BOND

CONTRACT NO. 02193018
COUNTY CALLAHAN ETC.
BOND NO. BCD1063582

KNOW ALL PERSONS BY THESE PRESENTS:

That we **FLAT LINE, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one million two hundred ninety-eight thousand five hundred eighty-four and 91/100** Dollars (**$1,298,584.91**), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 11TH day of MARCH, 2019.

FLAT LINE, INC.

CONTRACTOR

*By: Pres.
(Title)

CONTRACTOR

*By: _____
(Title)

THE HANOVER INSURANCE COMPANY
SURETY (Print Firm Name and Seal)

*By: Peggy Hogan
PEGGY HOGAN (Title) ATTORNEY-IN-FACT

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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PAYMENT BOND

CONTRACT NO. 02193018
COUNTY CALLAHAN ETC.
BOND NO. BCD1063582

KNOW ALL PERSONS BY THESE PRESENTS:

That we **FLAT LINE, INC.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one million two hundred ninety-eight thousand five hundred eighty-four and 91/100** Dollars (**$1,298,584.91**), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 11TH day of MARCH, 2019.

FLAT LINE, INC.

CONTRACTOR

*By: Pres.
(Title)

CONTRACTOR

*By: _____
(Title)

THE HANOVER INSURANCE COMPANY
SURETY (Print Firm Name and Seal)

*By: Peggy Hogan
PEGGY HOGAN (Title) ATTORNEY-IN-FACT

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Steven Lott, Steve Rickenbacher, David Oxford, Peggy Hogan, Sherrel Breazeale and/or Bart Russ

Of **Consolidated Insurance Partners** of **Dallas, TX** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Million and No/100 ($30,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **13th** day of **January, 2016**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **13th** day of **January 2016** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of March 2019.

CERTIFIED COPY

Theodore G. Martinez, Vice President

The Hanover Insurance Group

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/ Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/ Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

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:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
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 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 informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 808 North Highlander Way, Howell, MI 48843
hanover.com