Texas Department of Transportation®

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

Contract No. 08193013
Control 000505114
Project STP 1902(336)HES etc.
Highway IH 20
County HOWARD etc.

September 18, 2019

GRATIOT CONSTRUCTION, LTD.
PO BOX 458
RICHMOND, MI 48062-0000

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,

Michael Smith
Letting Management Section Director

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY
BOND NO. 013129964

| | |
|---|---|
| CONTRACT NO. | 08193013 |
| CONTROL | 0005-05-114 ETC. |
| PROJECT | STP 1902(336)HES * |
| HIGHWAY | IH 20 |
| COUNTY | HOWARD ETC. |

# CONTRACT

**between**

**STATE OF TEXAS**

**and**

**GRATIOT CONSTRUCTION, LTD.**

**for**

**CONSTRUCTION OF 23.876 MILES**

**of**

**IH 20**

**in**

**HOWARD ETC. COUNTY**

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|---|---|
| CONTRACT NO. | 08193013 |
| CONTROL | 0005-05-114 ETC. |
| PROJECT | STP 1902(336)HES * |
| HIGHWAY | IH 20 |
| COUNTY | HOWARD 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 **GRATIOT CONSTRUCTION, LTD.** , 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 **187 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 1902(336)HES , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : HOWARD 000505114 3 8 19 13

| ITEM NO. | DESC CODE | SP. NO. | ITEM DESCRIPTION UNIT | APPROX. QUANT. | UNIT BID PRICE | EXTENSION |
|---|---|---|---|---|---|---|
| 104 | 6009 | | REMOVING CONC (RIPRAP) | | | |
| | | | SY | 1,288.000 | 30.000 | 38,640.00 |
| 104 | 6044 | | REMOVING CONC (FLUME) | | | |
| | | | SY | 9.000 | 100.000 | 900.00 |
| 105 | 6011 | | REMOVING STAB BASE AND ASPH PAV (2"-6") | | | |
| | | | SY | 364.000 | 30.000 | 10,920.00 |
| 110 | 6003 | | EXCAVATION (SPECIAL) | | | |
| | | | CY | 6,288.000 | 18.000 | 113,184.00 |
| 132 | 6011 | | EMBANKMENT (ORIGINAL)(ORD COMP)(TY B) | | | |
| | | | CY | 930.000 | 27.000 | 25,110.00 |
| 164 | 6035 | | DRILL SEEDING (PERM) (RURAL) (CLAY) | | | |
| | | | SY | 245,298.000 | .120 | 29,435.76 |
| 314 | 6010 | | EMULS ASPH (EROSN CONT)(SS-1) | | | |
| | | | GAL | 36,794.000 | 2.300 | 84,626.20 |
| 432 | 6001 | | RIPRAP (CONC)(4 IN) | | | |
| | | | CY | 140.100 | 530.000 | 74,253.00 |
| 432 | 6045 | | RIPRAP (MOW STRIP)(4 IN) | | | |
| | | | CY | 6,288.000 | 420.500 | 2,644,104.00 |
| 479 | 6002 | | ADJUSTING INLETS | | | |
| | | | EA | 28.000 | 1,300.000 | 36,400.00 |
| 500 | 6001 | | MOBILIZATION | | | |
| | | | LS | 1.000 | 640,000.000 | 640,000.00 |
| 502 | 6001 | 007 | BARRICADES, SIGNS AND TRAFFIC HANDLING | | | |
| | | | MO | 11.000 | 5,600.000 | 61,600.00 |
| 506 | 6041 | 004 | BIODEG EROSN CONT LOGS (INSTL) (12") | | | |
| | | | LF | 3,520.000 | 5.500 | 19,360.00 |
| 506 | 6043 | 004 | BIODEG EROSN CONT LOGS (REMOVE) | | | |
| | | | LF | 3,520.000 | .750 | 2,640.00 |
| 530 | 6024 | | TURNOUTS (RAP) | | | |
| | | | SY | 1,920.000 | 21.000 | 40,320.00 |
| 543 | 6002 | | CABLE BARRIER SYSTEM (TL-4) | | | |
| | | | LF | 169,812.000 | 6.760 | 1,147,929.12 |
| 543 | 6020 | | CABLE BARRIER TERMINAL SECTION (TL-4) | | | |
| | | | EA | 66.000 | 2,300.000 | 151,800.00 |
| 644 | 6030 | | IN SM RD SN SUP&AM TYS80(1)SA(T) | | | |
| | | | EA | 17.000 | 1,500.000 | 25,500.00 |
| 6001 | 6002 | | PORTABLE CHANGEABLE MESSAGE SIGN | | | |
| | | | EA | 4.000 | 7,500.000 | 30,000.00 |
| 6185 | 6002 | 001 | TMA (STATIONARY) | | | |
| | | | DAY | 374.000 | 225.000 | 84,150.00 |

PROJECT: STP 1902(336)HES , ETC. CCSJ BIDDER DATE DIV JOB
COUNTY : HOWARD 000505114 3 8 19 13

| ITEM NO. | DESC CODE | SP. NO. | ITEM DESCRIPTION UNIT | APPROX. QUANT. | UNIT BID PRICE | EXTENSION |
|---|---|---|---|---|---|---|
| 6185 | 6005 | 001 | TMA (MOBILE OPERATION) DAY | 78.000 | 470.000 | 36,660.00 |
| | | | | | TOTAL | 5,297,532.08 |

CONTRACT NO. 08193013
COUNTY HOWARD 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 P.E. Date 9/18/19
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:
OJ

CONTRACTOR
Party of the Second Part

**GRATIOT CONSTRUCTION, LTD.**

By: Robert DeMil 9/5/2019
ROBERT DEMIL - PRESIDENT (Title) (Date)

By: _____ _____
(Title) (Date)

By: _____ _____
(Title) (Date)

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# PERFORMANCE BOND

**CONTRACT NO.** 08193013
**COUNTY** HOWARD ETC.
**BOND NO.** 013129964

KNOW ALL PERSONS BY THESE PRESENTS:

That we **GRATIOT CONSTRUCTION, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **five million two hundred ninety-seven thousand five hundred thirty-two and 08/100** Dollars ( **$5,297,532.08**), 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, 5th day of September, 2019.

**GRATIOT CONSTRUCTION, LTD.**

CONTRACTOR

*By: Robert DeMil
(Title)
ROBERT DEMIL - PRESIDENT

CONTRACTOR

*By: _____
(Title)

Liberty Mutual Insurance Company
SURETY (Print Firm Name and Seal)

*By: _____
Susan L. Small (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.** 08193013
**COUNTY** HOWARD ETC.
**BOND NO.** 013129964

KNOW ALL PERSONS BY THESE PRESENTS:

That we **GRATIOT CONSTRUCTION, LTD.** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **five million two hundred ninety-seven thousand five hundred thirty-two and 08/100** Dollars ( **$5,297,532.08**), 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, 5th day of September, 2019.

**GRATIOT CONSTRUCTION, LTD.**

CONTRACTOR

*By: Robert DeMil

(Title)
ROBERT DEMIL - PRESIDENT

CONTRACTOR

*By: _____

(Title)

Liberty Mutual Insurance company
SURETY (Print Firm Name and Seal)

*By: _____

Susan L. Small (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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**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.**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197252-013056**

# POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small, Robert Trobec

all of the city of Troy state of Michigan each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of October, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

**COMMONWEALTH OF PENNSYLVANIA**
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 5th day of September, 2019.

By: Renee C. Llewellyn, Assistant Secretary

**Liberty Mutual Surety**
Attention: LMS Claims
PO Box 34526
Seattle, WA 98124
Phone: (206) 473-6210
Fax: (866) 548-6873
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

# TEXAS
# IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-866-600-0461

You may also write to:

Liberty Mutual Surety Claims
PO Box 34526
Seattle, WA 98124

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
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
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 first contact the agent or call 1-800-252-3439. 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.

# TEXAS
# AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-866-600-0461

Usted tambien puede escribir a:

Liberty Mutual Surety Claims
PO Box 34526
Seattle, WA 98124

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 Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o 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.