

CONSTRUCTION CONTRACT

Agenda Item: 15 (g), October 23, 2017

STATE OF TEXAS *

COUNTY OF WEBB *

THIS AGREEMENT, is made pursuant to the award of the Contractor's bid made this 23rd day of October, 2017 by and between the Webb County, Texas, acting by and through its duly authorized County Judge hereinafter termed the Owner, and **Caldwell Tanks, Inc.** of the City of Louisville, County of Jefferson, State of Kentucky, its successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner desired to enter into Contract for the "**Mirando City Elevated Water Storage Tank**" in accordance with the provisions of the Invitation for Bids (ITB 2017-002), the Specifications and Plans titled as above, and published by Webb County, Texas, 1110 Washington Street, Laredo, Texas 78040 all of which are incorporated by reference and made a part thereof for all intents and purposes; and,

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable to perform the above desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "**Mirando City Elevated Water Storage Tank**".

WITNESS:

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees at the unit price set forth in his Bid, made a part thereof totaling the sum of **Four Hundred Twenty Four Thousand One Hundred Dollars (\$424,100.00)** based on the Engineer's estimate of quantities, payable in the manner set out in Division C, Section 9, General Provisions of the contractual Documents to commence and complete the **Water System Improvements** in Webb County, Texas, in accordance with Instructions to Bidders, Special Provisions, General Provisions, Technical Provisions, and all other requirements of the contractual Documents, and in accordance with the Specifications and Plans (including all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof) prepared by the Owner's Engineer, a part thereof and collectively, together with this Agreement constitute the entire Contract; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other insurance and other accessories and services, and whatever else may be necessary to complete the said construction in accordance with said specifications, plans, and other contractual documents including such proposal.

Project: "Mirando City Elevated Water Storage Tank"

Said Contractor further agrees to begin the work on or before the tenth day following the date set by the Owner in the written notice to proceed and to complete the work within 270 calendar days.

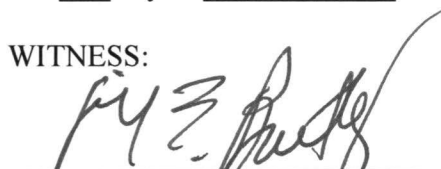
The Contractor further agrees to pay the sum of \$400.00 as **liquidated damages** for each consecutive day there-in-after as herein provided in **Division B, Section 1**.

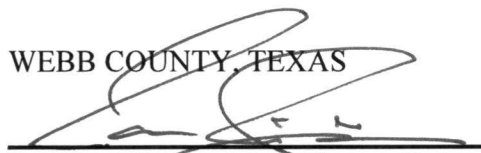
And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Contractor the unit price set forth in the attached Bid, and in the manner provided in the Specifications.

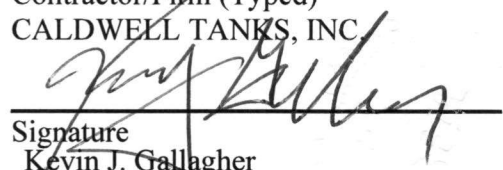
RELATIONSHIP OF PARTIES: CONTRACTOR is engaged under this Agreement as an Independent Contractor and not as an agent or employee of OWNER. CONTRACTOR is not entitled to benefits of any kind to which OWNER's employees are entitled, including but not limited to unemployment compensation, workers compensation, health insurance or retirement benefits. CONTRACTOR assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to CONTRACTOR and CONTRACTOR's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party.

IN WITNESS WHEREOF, the OWNER AND THE CONTRACTOR have hereunto set their hand this 23rd day of October, 2017.

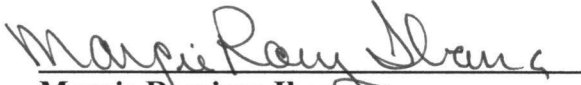
WITNESS:


Name David E. Bartley, Secretary
4000 Tower Road
Address
Louisville, KY 40219
City/State/Zip Code


WEBB COUNTY, TEXAS
Tano E. Tijerina, Webb County Judge
Date: _____

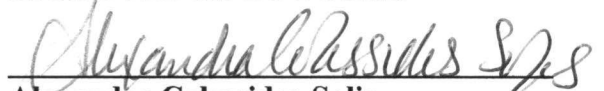
Contractor/Firm (Typed)
CALDWELL TANKS, INC.

Signature
Kevin J. Gallagher
Signature (Typed)
Title: Vice President
4000 Tower Road
Address
Louisville, KY 40219
City/State/Zip Code
502-964-3361
Telephone Number:
kgallagher@caldwelltanks.com
E-Mail
502-966-8732
Fax Number

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides-Solis
Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court on October 23, 2017, Item No. 15g.

SECTION A-8
PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)

STATE OF TEXAS *
COUNTY OF WEBB *

KNOW ALL MEN BY THESE PRESENTS: That we (1) Caldwell Tanks Inc., a Kentucky Corporation (2) of Louisville, Kentucky hereafter called Principal and (3) Great American Insurance Company of Cincinnati, State of Ohio, hereinafter called the Surety, are held and firmly bound unto the (4) Webb County Judge of Webb County, Texas hereinafter called Owner, in the penal sum of **Four Hundred Twenty Four Thousand One Hundred Dollars (\$424,100.00)** Dollars in lawful money of the United States, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) WEBB COUNTY, the Owner, dated the 23rd day of October, 2017, a copy of which is hereto attached and made a part hereof for the Construction of: **“Mirando City Elevated Water Storage Tank”** (hereinafter called the “Work”)

These notes refer to the numbers in body of Contract above:

Date of Bond must not be prior to Date of Contract.

- (1) Correct name of Contractor.
- (2) A Corporation, or Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which

the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in WEBB County, State of Texas, and that the said surety, 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 there under or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it 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.

IN WITNESS WHEREOF, this Instrument is executed in six counterparts, each one of which shall be deemed an original, this the 23rd day of October, 2017.

ATTEST:

David E. Bartley
(Principal) Secretary
David E. Bartley

CALDWELL TANKS, INC.
PRINCIPAL

By:

Kevin J. Gallagher
Kevin J. Gallagher, Vice President
4000 Tower Road, Louisville, KY 40219
Address (State and Zip Code)

(SEAL)

502-964-3361

Telephone Number

Carolyn S. Renck

Witness as to Principal
4000 Tower Road

Louisville, KY 40219
Address (State and Zip Code)

ATTEST:

Great American Insurance Company
SURETY: (Surety)

Secretary

By:

Crysty Nurse
Crysty Nurse, Attorney-in-Fact
Great American Insurance Company
301 East Fourth Street, Cincinnati, OH 45202
Address (State and Zip Code)

(SEAL)

Carolyn S. Renck
(Surety) Secretary Carolyn S. Renck
Witness

812-572-4231

Telephone No. (Area Code)

(SEAL)

Witness as to Surety
4000 Tower Road
Louisville, KY 40219

Address (State and Zip Code)

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

STATE OF TEXAS
COUNTY OF WEBB

KNOW ALL MEN BY THESE PRESENTS: That we (1) CALDWELL TANKS, INC. (2) of Louisville, State of Kentucky hereinafter called Principal and (3) Great American Insurance Company of Cincinnati, State of Ohio, hereinafter called the Surety, are held and firmly bound unto the (4) Webb County Judge of Webb County, Texas hereinafter called Owner, and unto all Persons, Firms, and Corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of **Four Hundred Twenty Four Thousand One Hundred Dollars (\$424,100.00)** Dollars in lawful money of the United States, to be paid in (5) WEBB COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) WEBB COUNTY, the Owner, dated the 23rd day of October, 2017 a copy of which is hereto attached and made a part hereof for the construction of the "Mirando City Elevated Water Storage Tank" hereinafter called the "Work")

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to Date of Contract.

- (1) Correct name of Contractor.
- (2) A Corporation, or Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

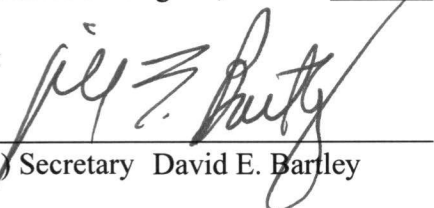
NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

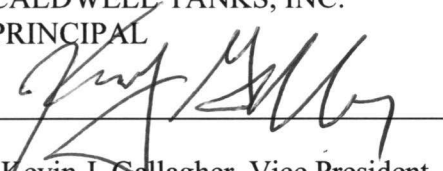
PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie in WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 23rd day of October 2017.

ATTEST: 


(Principal) Secretary David E. Bartley

CALDWELL TANKS, INC.
PRINCIPAL
By: 

Kevin J. Gallagher, Vice President
Printed Name & Title of Corporate Officer
4000 Tower Road

Louisville, KY 40219
Address (State and Zip Code)

502-964-3361
Telephone Number

(SEAL)


Witness as to Principal
4000 Tower Road

Louisville, KY 40219
(SEAL)

Great American Insurance Company
Surety

ATTEST:

Carolyn S. Renck
(Surety Secretary) Carolyn S. Renck

Witness

(SEAL)

By: Crysty Nurse

Crysty Nurse, Attorney-in-Fact

301 East Fourth Street, Cincinnati, OH 45202

Address (State and Zip Code)

812-572-4231

Telephone Number

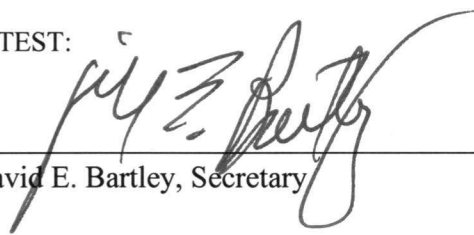
NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE - PAYMENT BOND FORM

Address (State and Zip Code)

Telephone Number (Area Code)

ATTEST:

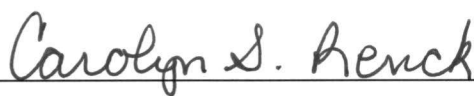


David E. Bartley, Secretary

4000 Tower Road
Louisville, KY 40219

Address (State and Zip Code)

ATTEST:



Carolyn S. Renck, Witness

(SEAL)

Individual Principal

Business - Address

Telephone Number (Area Code)

Caldwell Tanks, Inc.

Corporate Principal
4000 Tower Road

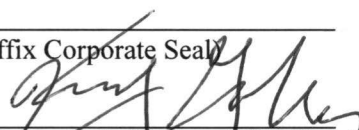
Louisville, KY 40219

Business Address Name

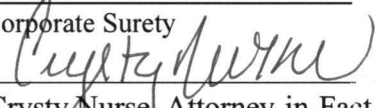
502-964-3361

Telephone Number (Area Code)

(Affix Corporate Seal)

By: 
Kevin J. Gallagher, Vice President
4000 Tower Road, Louisville, KY 40219
Address (State and Zip Code)

Great American Insurance Company
Corporate Surety


Crysty Nurse, Attorney-in-Fact
301 East Fourth Street

Business Address
Cincinnati, OH 45202

(Affix Corporate Seal)

812-572-4231

Telephone:

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20944

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MIKE SHERRARD	ALL OF	ALL
BARBARA O'DONNELL	LOUISVILLE, KENTUCKY	\$100,000,000
DUANE RAY		
JOHN F. NEACE		
CRYSTY NURSE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of AUGUST, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9th day of AUGUST, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

23RD day of October, 2017.

Atty L C B

Assistant Secretary



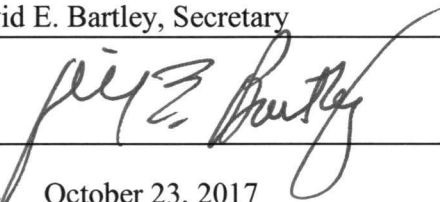
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, David E. Bartley, certify that I am the _____,

Secretary of the Corporation named as Principal in the within Bond; that Kevin J. Gallagher, who signed the said Bond on behalf of the Principal was then Vice President, of said Corporation; that I know his signature thereof is genuine; and that said Bond was duly signed, sealed, attested for and in behalf of said Corporation by authority of its governing body.

David E. Bartley, Secretary

Title



Date: October 23, 2017

(Affix Corporate Seal)

502-964-3361

Telephone No.

First \$100.00 @\$9.40 per thousand

The rate of premium on this Bond is Next \$400,000 @ ^{\$7.20} per thousand. Total of premium charge

\$ 3,274.00 (Three Thousand Two Hundred Seventy Four Dollars)

NOTE: The above must be filled in by Corporate Surety. Power-of-Attorney of person signed for Surety company must be attached.

NOTICE OF AWARD

To: Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219

Project: "Mirando City Elevated Water Storage Tank"

The Webb County has considered the bids submitted for the above described project in response to its advertisement for bids dated September 17, 2017, and related information to Bidders.

You are hereby notified that your **Alternate Bid** in the net amount of **\$424,100.00** has been favorable considered for the project by the Webb County Commissioner's Court at its regular meeting on **October 23, 2017**. Pursuant to the information to Bidders you are asked to sign the proposed Contract (in five duplicate originals) and to return the same, along with the required Certificate of Insurance, and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the County Judge.

For the purpose of effective date of the required Certificate of Insurance, and the Performance Bond and the Payment Bond, the date of **October 23, 2017**, may be considered the date of the contract, if the Documents are approved by the County Judge.

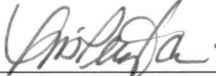
If you fail to submit the signed Contract Performance and Payment Bonds, and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited, unless an extension for submittals has been requested in writing and approved by the City.

The Construction Contract time of **270 working days** is to be strictly adhered to per Division B, Section 1 and the contractor agrees to pay as penalty for late completion an amount of **\$400 for each consecutive day** exceeding the contract time allotted.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this the 23rd day of October 2017

WEBB COUNTY ENGINEERING DEPT.




Luis Perez Garcia, PE, CFM
County Engineer

ACKNOWLEDGMENT:

Receipt of this Notice is hereby acknowledged
Caldwell Tanks, Inc.

Dated this 31st day of October, 2017



Authorized Signature
Kevin J. Gallagher, Vice President

NOTICE TO PROCEED

Date: _____

To: CALDWELL TANKS, INC.

Project: "Mirando City Elevated Water Storage Tank"

In accordance with the construction contract dated **October 23, 2017** you are hereby notified to commence work on _____. Contract time is: **Two Hundred Seventy (270) calendar days.**

WEBB COUNTY ENGINEERING DEPT.

Luis Perez Garcia, PE, CFM
County Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the _____ day of _____.

Authorized Signature

Typed Name:

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

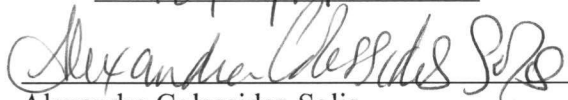
Project Description: "Mirando City Elevated Water Storage Tank"

The work shall consist of furnishing and erecting one (1) 60,000 gallon capacity multi-column, welded steel, elevated water storage tank, complete with piping, site grading, concrete foundations and footings, paint and painting, and all incidentals required to complete the work.

Awarded by the County Commissioner's Court: Pursuant to the Invitation for Bids (ITB 2017-002), the undersigned, Alexandra Colessides-Solis, Director, Webb County Civil Legal Division, the duly authorized and acting legal representative of WEBB COUNTY, does hereby certify as follows:

I have examined the attached Contract(s) and Surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: 12/4/17



Alexandra Colessides-Solis
Webb County Civil Legal Division-Director

*By law this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioner's Court on October 23rd, 2017, Item No. 15g.



CALDGRO-01

LALI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2017

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 Epic Insurance Solutions, LLC 9700 Ormsby Station Rd Suite 200 Louisville, KY 40223	CONTACT NAME:		
	PHONE (A/C, No, Ext): (502) 805-3742	FAX (A/C, No): (502) 805-2626	
	E-MAIL ADDRESS: epic@epicinsurancesolutions.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Twin City Fire Insurance Co		29459
	INSURER B : Hartford Fire Insurance Company		19682
	INSURER C : The Travelers Property Casualty Ins. Co. of America		25674
	INSURER D : Hartford Accident and Indemnity Company		22357
	INSURER E : Federal Ins Co		20281
	INSURER F : Allied World Assurance Company		19489

INSURED


Caldwell Group, LLC
4000 Tower Road
Louisville, KY 40219

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 <input checked="" type="checkbox"/> X,C & U Included <input checked="" type="checkbox"/> Contract Liab Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Broad From PD			33ECSQU2763	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR FOR EA OCC \$ 500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			33UENQU2794	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP81M2217017	01/01/2017	01/01/2018	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 type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	33WNQU2760	01/01/2017	01/01/2018	<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
E	Builders Risk		X	06642343	01/01/2017	01/01/2018	DED: \$25,000 10,000,000
F	Professional Liab.			03093798	01/01/2017	01/01/2018	DED: \$75,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE-8651 Mirando City TX 60M Gallon Elevated Tank - Webb County Texas (OWNER) is additional insured as respects Builders Risk Liability when required by written contract. 30 Day Notice of Cancellation applies in favor of the additional insured.

CERTIFICATE HOLDER Webb County Texas 1110 Washington Street Suite 101 Laredo, TX 78040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY Epic Insurance Solutions, LLC		NAMED INSURED Caldwell Group, LLC 4000 Tower Road Louisville, KY 40219	
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

Pollution and Contractors Equipment
REMARK #4...CONTRACTORS POLLUTION
Occurrence Form
Carrier: Chubb Custom Insurance Company
Policy# 37314622
\$10,000,000 - Per Claim
\$10,000,000 - Aggregate
Self-Insured Retention...\$250,000 - Each Claim
Policy Term: 1/1/16 to 1/1/19

REMARK #5...CONTRACTORS EQUIPMENT
Carrier: Federal Insurance Company - Policy #6642343
Policy Term: 01/01/17 TO 01/01/18
\$10,000,000 any one occurrence, not to exceed:
\$1,000,000 on any one item,
\$10,000,000 Flood Annual Aggregate,
\$10,000,000 Earthquake Outside the State of CA Annual Aggregate
DEDUCTIBLES (ALL PERILS)
\$25,000 per occurrence except
\$50,000 for Earthquake and Flood

Workers Comp

REMARK #2...WORKERS COMPENSATION
WORKERS COMPENSATION ALL OTHER STATES EXCEPT KY & WI 33WNQU2760
Carrier: Hartford Insurance Company - Hartford Accident & Indemnity Company
WC (Coverage A): Statutory Limits
Employers Liability (Coverage B): \$1M/\$1M/\$1M
Deductible: \$500,000
ALL OTHER STATES EXCEPT KY & WI
Policy Term: 1/1/17 to 1/1/18

EXCESS WORKERS COMPENSATION (KY ONLY) COVERAGE: 33XWEQU2762
Carrier B: Hartford Casualty Insurance Company - Harford Casualty Insurance Company
WC (Coverage A): Statutory Limits
Employers Liability (Coverage B): \$500K/\$500K/\$500K
SIR: \$500,000
States: Kentucky Only
Policy Term: 1/1/17 to 1/1/18

WORKERS COMPENSATION (RETRO) (WI ONLY) COVERAGE: 33WBRQY2761
Carrier: Hartford Insurance Company - Twin City Fire Insurance Company
WC (Coverage A): Statutory Limits
Employers Liability (Coverage B): \$1M/\$1M/\$1M
Loss Limitation: \$500,000
Policy Term 1/1/17 to 1/1/18

EXCESS UMBRELLA
Excess Umbrella Policy #5228004906 - Carrier: Crum & Forster
\$15,000,000 Each Occurrence



ADDITIONAL REMARKS SCHEDULE

AGENCY Epic Insurance Solutions, LLC		NAMED INSURED Caldwell Group, LLC 4000 Tower Road Louisville, KY 40219	
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

\$15,000,000 Aggregate

Builders Risk

17-18 Builders Risk -

\$25,000 DED other than flood & EQ

\$50,000 DED Flood

\$100,000 DED Flood in zones B and SHX

\$50,000 DED Earthquake

5% Windstorm subject to \$25,000 minimum in Tier 1 and 3% subject to \$10,000 in Tier 2

NOTICE TO PROCEED

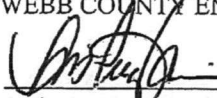
Date: DECEMBER 19, 2017

To: CALDWELL TANKS, INC.

Project: "Mirando City Elevated Water Storage Tank"

In accordance with the construction contract dated **October 23, 2017** you are hereby notified to commence work on DECEMBER 29, 2017. Contract time is: Two Hundred Seventy (270) calendar days.

WEBB COUNTY ENGINEERING DEPT.



Luis Perez Garcia, PE, CFM
County Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

CALDWELL TANKS, INC.

on this the 19th day of December.



Authorized Signature

MARIA BOWMAN
Typed Name:

Title: PROJECT MANAGER

NOTICE TO PROCEED

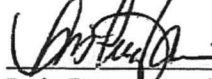
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on this the 19th day of December.



Authorized Signature

MARIA BONMAN
Typed Name:

Title: PROJECT MANAGER