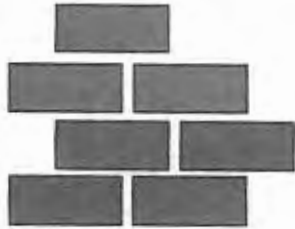


#15,499



**MART, Inc.**  
General Contractor



1503 Perry Street, Irving, Texas 75060

972.721.1522, 972.721.1660 (fax) - [www.martgc.com](http://www.martgc.com)

February 18, 2019

Hunt County Jail  
TIPS # 170201  
2801 Stuart  
Greenville, TX 75401

Attn: Tammy Sherman

Re: Mandatory Repairs

Dear Tammy.

Please accept this letter as our instrument of proposal to complete the work referenced above and described below.

**Inclusions:**

- Furnish labor, material, equipment and supervision as required to complete the job in a timely manner.
- Based on list of deficiencies from owner
- Prepare and patch openings cut in corridor ceilings
- Tape & bed in preparation for paint
- Replace 25 rusted shower screens with stainless steel connected to floors, walls & ceilings
- Reattach 9 loose shower screens
- Replace missing connectors on 24 TV shelves
- Replace missing connectors on 18 tables
- Infill all unused holes in walls and unused electrical boxes
- Install slip plate in corner to cover failing joint in CMU
- Clean up of all debris created by us.

**Exclusion:**

- Permits, Sales Tax
- Painting, HVAC, Electrical, Plumbing

**Proposed Project Cost:** TIPS # 170201 \$123,571.00

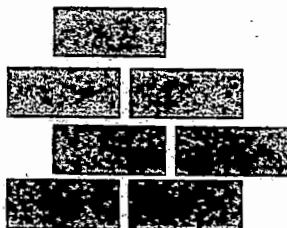
We trust you will find this proposal in order, but should you have any questions, please do not hesitate to call.

Respectfully;  
Mart, Inc.

John Stone

FILED FOR RECORD  
at 12:00 o'clock P M  
FEB 28 2019  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

#15,499



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General Contractor



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Mart, Inc.

John Stone

*Proposal Letter, Hunt Crnty Jail Mandatory Repairs*

FILED FOR RECORD  
at 12:00 o'clock P M

FEB 28 2019

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

FILED FOR RECORD  
at 9:00 o'clock A M

MAR 13 2019

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *Jennifer Lindenzweig*

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

Mart, Inc.

**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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

3/4/19

Date

# 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.

Mart, Inc.  
Irving, TX United States

Certificate Number:  
2019-459453

Date Filed:  
03/04/2019

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

Hunt County

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.

19-20135  
Jail Repairs

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|----------------------------|--|---------------------------------------|--------------|
|                            |  | Controlling                           | Intermediary |
| Proctor, Vernon            | Irving, TX United States                 | X                                     |              |
| Proctor, Linda             | Irving, TX United States                 |                                       | X            |
| Proctor, Tim               | Irving, TX United States                 |                                       | X            |
|                            |  |                                       |              |
|                            |  |                                       |              |
|                            |  |                                       |              |
|                            |  |                                       |              |
|                            |  |                                       |              |
|                            |  |                                       |              |

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Vernon Proctor, and my date of birth is 6/21/1943.

My address is 1111 Elby, Irving, Tx, 75061, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 4 day of March, 20 19.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

# 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

Certificate Number:  
 2019-459453

Date Filed:  
 03/04/2019

Date Acknowledged:  
 03/07/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Mart, Inc.  
 Irving, TX United States

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

Hunt County

**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.**

19-20135  
 Jail Repairs

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Proctor, Vernon          | Irving, TX United States                 | X                                     |              |
|   | Proctor, Linda           | Irving, TX United States                 |                                       | X            |
|   | Proctor, Tim             | Irving, TX United States                 |                                       | X            |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



Organization Name
House Bill 89 Verification

I, Vernon Proctor, the undersigned representative of Mart, Inc.

(hereafter 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:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, 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' means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

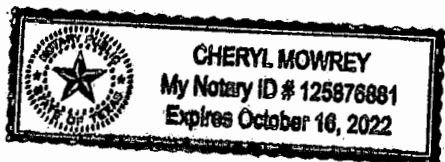
3/4/19
DATE

[Handwritten Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 4 day of March, 2019, personally appeared Vernon Proctor, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Handwritten Signature: Cheryl Mowrey]
NOTARY SIGNATURE



3/4/19
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2019

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).

|   |  |  |                             |
|---|--|--|-----------------------------|
| <b>PRODUCER</b><br>IBTX Risk Services<br>10101 Reunion Place<br>Suite 100<br>San Antonio TX 78216 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 800-880-6689 |  | FAX (A/C, No): 210-696-8414 |
|   | E-MAIL ADDRESS: service@ib-tx.com                          |  |                             |
|   |  | <b>INSURER(S) AFFORDING COVERAGE</b>                     | <b>NAIC#</b>                |
|   |  | <b>INSURER A:</b> The Continental Insurance Company      | 35289                       |
|   |  | <b>INSURER B:</b> National Fire Insurance Co of Hartford | 20478                       |
|   |  | <b>INSURER C:</b> Illinois Union Insurance Company       | 27960                       |
|   |  | <b>INSURER D:</b>  |                             |
|   |  | <b>INSURER E:</b>  |                             |
|   |  | <b>INSURER F:</b>  |                             |

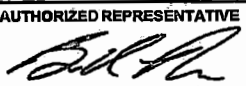
**COVERAGES** **CERTIFICATE NUMBER: 67467762** **REVISION NUMBER:**

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 SUBR INSD WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|-------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual Liab<br><input checked="" type="checkbox"/> XCU<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                    | C 5083185647      | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                    | 5083185664        | 4/1/2018                | 4/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                    | C 5083185650      | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$  |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N           | WC 4 33003599     | 4/1/2018                | 4/1/2019                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C        | Pollution  |                    | CPY G24890727 008 | 4/1/2018                | 4/1/2019                | Per Pollution Condit Aggregate 1,000,000 2,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The General Liability and Automobile policies include a blanket additional insured endorsement [CNA75079XX 10/16 and CNA63359XX 04/12] as required in a written contract. The General Liability, Automobile, Workers' Compensation policies includes a blanket waiver of subrogation endorsement [CNA75008XX 10/16, CNA63359XX 04/12, WC420304B] as required in a written contract. Primary and Non-Contributory wording per endorsement [CNA75079XX 10/16 and CNA63359XX 04/12]. Umbrella policy follows form of underlying. Cancellation see attached endorsements [CNA72315XX 02/13]

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| Hunt County<br>2507 Lee St.<br>Greenville TX 75403 | 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<br>  |

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# CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. ~~WHO IS AN INSURED~~ is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. ~~But if the written contract requires:~~

~~(A) additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or~~

~~(B) additional insured coverage with "arising out of" language; or~~

~~C. additional insured coverage to the greatest extent permissible by law;~~

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:





# CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

### Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)  
Page 2 of 2  
The Continental Insurance Co.  
Insured Name: Mart, Inc.

Policy No: 5083185647  
Endorsement No:  
Effective Date: 04/01/2018



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT  
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "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.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.



**CNA PARAMOUNT**

**Waiver of Transfer of Rights of Recovery Against  
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

| <b>SCHEDULE</b>   |
|---|
| <b>Name Of Person Or Organization:</b>  |
| <u>ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:</u>                         |
| 1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND<br>2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM. |
|   |

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

4002004750831856472447





- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
  - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

#### IV. BUSINESS AUTO CONDITIONS

##### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

##### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

##### C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

##### D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

##### E. Policy Period, Coverage Territory

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

#### V. DEFINITIONS

**Section V. Paragraph C.** is deleted and replaced by the following:

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



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**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% 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: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

|  |   |                                   |
|--|---|-----------------------------------|
| Form No: WC 42 03 04 B (06-2014)   | Endorsement Expiration Date: 04/01/2019 | Policy No: 4033003599             |
| Endorsement Effective Date:  |   | Policy Effective Date: 04/01/2018 |
| Endorsement No: Page: 1 of 1   |   | Policy Page:                      |
| Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL 60604 |   |                                   |



## NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

### SCHEDULE

**1. Number of days advance notice:**

30 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

**2. Person or Organization's Name and Address**

|                   |                        |
|-------------------|------------------------|
| Name:             | "PER SCHEUDLE ON FILE" |
| Attention:        |                        |
| Street Address:   |                        |
| City, State, ZIP: |                        |
| e-mail address:   |                        |

All other terms and conditions of the Policy remain unchanged.

30120005250864647520973



**TEXAS STATUTORY PAYMENT BOND (PUBLIC WORKS)**  
**BOND NO. 1071771**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, Mart, Inc.**, (hereinafter called the Principal), as Principal, and **The Hanover Insurance Company**, a corporation organized and existing under the laws of the State of **New Hampshire**, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Hunt County**, (hereinafter called the Obligee), in the amount of **One Hundred Twenty-three Thousand Five Hundred Seventy-one And No/100 Dollars (\$123,571.00)** 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 the Obligee, dated the **28th** day of **February, 2019**, for **Jail Repairs - Purchase Order #19-20135**, which contract is hereby referred to and made a part hereof as fully and to the same extent as 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 null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter 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 **4th** day of **March, 2019**.

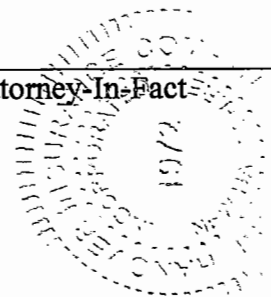
PRINCIPAL: Mart, Inc.

BY: \_\_\_\_\_  


SURETY: The Hanover Insurance Company

BY: \_\_\_\_\_  


Betty J. Reeh, Attorney-In-Fact



**TEXAS STATUTORY PERFORMANCE BOND (PUBLIC WORKS)**  
**BOND NO. 1071771**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, Mart, Inc.**, (hereinafter called the Principal), as Principal, and **The Hanover Insurance Company**, a corporation organized and existing under the laws of the State of New Hampshire, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Hunt County**, (hereinafter called the Oblige), in the amount of **One Hundred Twenty-three Thousand Five Hundred Seventy-one And No/100 Dollars (\$123,571.00)** 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 the Oblige, dated the 28th day of February, 2019, for Jail Repairs - Purchase Order #19-20135, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, That if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be null and void; otherwise to remain in full force and effect;

**PROVIDED, HOWEVER**, That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter 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 4th day of March, 2019.

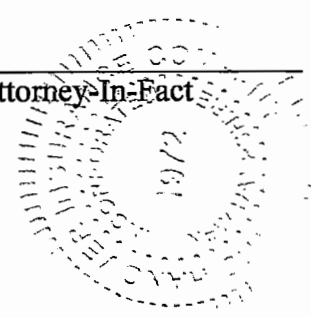
PRINCIPAL: Mart, Inc.

BY: \_\_\_\_\_  


SURETY: The Hanover Insurance Company

BY: \_\_\_\_\_  


Betty J. Reeh, Attorney-In-Fact





**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,

**Bryan K. Moore, Gary W. Wheatley, Betty J Reeh, Clark D. Fresher,  
Michael D. Hendrickson and/or Patricia A. Lyttle**

Of Insurance & Bonds Agency of TX PLLC, San Antonio, TX and Irving, 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 surety bond, recognizance or obligation in the United States, not to exceed \$Thirty-five Million Dollars (\$35,000,000.00) 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 11<sup>th</sup> day of January, 2016.



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

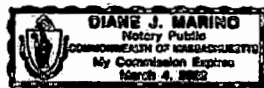
*Robert Thomas*  
Robert Thomas, Vice President

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

*J. Michael Pete*  
J. Michael Pete, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 11<sup>th</sup> 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*  
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 4<sup>th</sup> day of March 2019.

CERTIFIED COPY

*Theodoro G. Martinez*  
Theodoro G. Martinez, Vice President



## 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](mailto: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](mailto: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 com-  
pania 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.

4845 US Hwy 271N, Pittsburg, TX 75686  
Tel (866)-839-8477

---

March 11, 2019

Hunt County  
Cheryl Lowry  
2507 Lee St, Rm 104  
Greenville, TX 75403

RE:

Awarded Vendor Contract - Mart Inc  
Contract #170201, Trades, Labor and Materials (JOC)  
Awarded March 23, 2017 effective through April 26, 2020

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that Mart Inc is an Awarded Vendor for The Interlocal Purchasing System (TIPS), and is authorized to perform work under Contract #170201.

TIPS has reviewed Purchase Order 19-20135, dated February 28, 2019 in the amount of \$123,571.00, and verified this purchase to be within the parameters of the awarded contract listed above. This purchase order for Hunt County has been approved and forwarded to Mart Inc for processing.

If you have any questions, you may reach me at (866)-839-8477 or by email to [tips@tips-usa.com](mailto:tips@tips-usa.com).

Sincerely,

*Meredith Barton*

Meredith Barton  
TIPS Vice-President of Operations

## Cheryl Lowry

---

**From:** tipspo@tips-usa.com  
**Sent:** Monday, March 11, 2019 9:40 AM  
**To:** clowry@huntcounty.net  
**Subject:** Mart Inc\_170201

Your Purchase Order # 19-20135 has been received by the TIPS Office on February 28, 2019 and will be processed to the Awarded Vendor Mart Inc

Please download your contract letter by clicking on the link below:

<https://dashboard.tips-usa.com/ProcessLog/Download?key=k2ctYjuaizm6zbB17Zd6IFGJW2rbRUOaiYutF+BbR+K6eXo0/1M/Fg9LP//kXAi6>

If the above link is not clickable please copy and paste it into your web browser.

If you have any questions, please email [tips@tips-usa.com](mailto:tips@tips-usa.com)

Please do not reply to this email as it comes from an unmonitored mailbox.



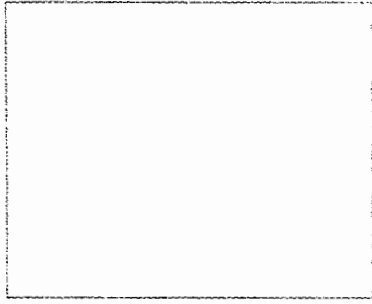
**THE INTERLOCAL PURCHASING SYSTEM**

**Download File for Contract No. 170201**

You may download this file by clicking the button below.

Organization: Mart Inc  
Email Address: clowry@huntcounty.net  
File Name: 20190308.000028.01\_MEMBER.pdf  
Description: Member Letter

DOWNLOAD PDF FILE



4845 US Hwy 271N, Pittsburg, TX 75686  
Tel (866)-839-8477

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March 12, 2019

Hunt County  
Cheryl Lowry  
2507 Lee St, Rm 104  
Greenville, TX 75403

RE:  
Awarded Vendor Contract - Mart Inc  
Contract #170201, Trades, Labor and Materials (JOC)  
Awarded March 23, 2017 effective through April 26, 2020

TO WHOM IT MAY CONCERN:

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If you have any questions, you may reach me at (866)-839-8477 or by email to [tips@tips-usa.com](mailto:tips@tips-usa.com).

Sincerely,

*Meredith Barton*

Meredith Barton  
TIPS Vice-President of Operations