

CONTRACT ADMINISTRATION

**AGREEMENT
FOR THE DESIGN & CONSTRUCTION
of
Interstate 20 Widening
from MM 49 to MM 60**

Lexington County, South Carolina

A DESIGN-BUILD PROJECT

**BETWEEN
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND ZACHRY CONSTRUCTION CORPORATION**

_____ day of MAR 01 2016, 2016

Project ID P027003

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WHEREAS, the South Carolina Department of Transportation, as an agency of the State of South Carolina, wishes to improve the safety and operation of the state highway system by widening Interstate 20 from milemarker 49.8 to milemarker 60.6 in Lexington County (hereinafter referred to as "the Project"); and

WHEREAS, the South Carolina Department of Transportation, as a servant of the people of the State of South Carolina, wishes to see this strategic project completed; and

WHEREAS, limitations imposed by traditional methods of designing, and constructing highways would mean that the Project could be completed only after an unacceptable delay; and

WHEREAS, the South Carolina Department of Transportation, working with the Federal Highway Administration (FHWA), has devised an innovative plan to allow the commencement and completion of the Project in a timely and cost-effective manner; and

WHEREAS, pursuant to Section 57-5-1625 SC Code of Law, the South Carolina Department of Transportation desires to award a highway construction contract using a Design / Build procedure; and

WHEREAS, after a competitive process, CONTRACTOR has been selected to participate in this venture by designing and building the Project; and

WHEREAS, the South Carolina Department of Transportation wishes to avail itself of and rely on CONTRACTOR's expertise and proven track record in designing and constructing such projects, on time and within budget; and

WHEREAS, CONTRACTOR wishes to provide that expertise and to participate in this venture for the good of the people of the State of South Carolina;

NOW THEREFORE, this Agreement is executed and made, effective as of the Effective Date as defined herein, between the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ("SCDOT") and ZACHRY CONSTRUCTION CORPORATION ("CONTRACTOR"). In consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contract shall be composed of this Agreement and all exhibits, SCDOT's Request for Proposals and all attachments, Request for Qualifications and all attachments, CONTRACTOR's Proposal and all attachments, and CONTRACTOR'S Qualifications and all attachments. In case of conflict, the order of precedence of the Contract documents shall be: (1) this Agreement; (2) Agreement Exhibits; (3) SCDOT Request for Proposals (RFP) document and Project Information; (4) CONTRACTOR's Proposal and attachments; and (5) SCDOT Request for Qualifications (RFQ) and CONTRACTOR's response. In the event of a conflict between the Project Criteria and Special Provisions identified in the Agreement Exhibits, the order of precedence shall be (1) the Project Criteria and (2) Special Provisions.

II. PROJECT SCOPE

A. Scope of Work

CONTRACTOR shall furnish all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all design, preliminary engineering, surveying, geotechnical services, scheduling, permitting, right of way services, procurement, construction, utility coordination, demolition, material disposal and any other services necessary to perform the Project as defined in the Project Scope of Work made a part hereof as **EXHIBIT 3**.

B. Design and Construction Responsibilities

1. CONTRACTOR, consistent with applicable state licensing laws, shall provide, through qualified South Carolina licensed design professionals employed by CONTRACTOR or procured from qualified, independent South Carolina licensed design consultants, the necessary design work, including, but not limited to, surveys, right of way services, roadway design, maintenance of traffic, geotechnical exploration and design, hydraulic analyses, storm water management, erosion control, superstructure design, and foundation and substructure design including seismic analyses for the preparation of the required drawings, specifications and other design submittals to permit CONTRACTOR to complete the work in accordance with the Contract.

2. CONTRACTOR shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, material, equipment, machinery, temporary utilities and other temporary facilities to permit performance of all demolition, earthwork, drainage, foundation work, maintenance of traffic, roadway work, structural work, excavation, erosion and sediment control work, field layout work, construction management and inspection, utility coordination and relocation, railroad coordination, CONTRACTOR quality control, and all other work necessary to complete construction of the Project in accordance with the Contract. CONTRACTOR shall perform all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract. CONTRACTOR at all times shall exercise control over the means, methods, sequences and techniques of construction. CONTRACTOR's operations and construction methods shall comply

with all applicable federal, state and local regulations with regard to worker safety, protection and health and protection of the environment and applicable permit requirements.

3. CONTRACTOR shall design and construct the project in such a manner that the construction limits are contained within the approved environmental footprint to the extent possible. Where new right of way is required to construct the Project, the CONTRACTOR shall design and construct the Project so as to minimize the additional rights of way needed. The acquisition of rights of way, including both cost and services to acquire, shall be the responsibility of the CONTRACTOR and shall be done in accordance with Article VIII of this Agreement. CONTRACTOR shall furnish the SCDOT a copy of any agreements for the use of additional properties not acquired as right of way that are used in conjunction with the construction of this Project. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments. The CONTRACTOR shall sign the Contractor Certification Form and this agreement will be made part of the contract.

4. It shall be the responsibility of CONTRACTOR to determine and comply with all applicable federal, state, and local laws in connection with the services set forth in this Contract. This obligation shall include, but not be limited to, procurement of all permits and licenses not obtained by SCDOT provided, however, that with respect to any permit or licenses that must be obtained in the name of SCDOT, CONTRACTOR shall perform all functions within its power to obtain the permit, including mitigation, and SCDOT will fully cooperate in this effort and perform any functions that must be performed by SCDOT. CONTRACTOR shall be responsible for payment of all charges, fees, and taxes, and for providing all notices necessary and incident to the performance of the Project as of the Effective Date of this Agreement. The Contract Price shall include fees related to the above obligations and if any fees are waived by the regulatory or governmental entity, then the amount of the fee waived shall be deducted from the Contract Price.

C. Design Criteria

It shall be the responsibility of CONTRACTOR to design all aspects of the Project in accordance with the contract documents. For the Project, CONTRACTOR shall provide a completed set of construction plans signed and sealed by a licensed professional engineer in South Carolina. CONTRACTOR shall be fully responsible for the accuracy of the design and compliance with specifications, standards and Project Criteria.

D. Design Review

1. Within thirty (30) days prior to Notice to Proceed, CONTRACTOR, CONTRACTOR'S design consultant, subcontractors, suppliers and SCDOT shall meet to establish the sequencing procedures and schedule for submitting design plans for SCDOT's review. Within ten business (10) days after this meeting, CONTRACTOR shall provide a Design Submittal Procedures and Schedule acceptable to SCDOT. CONTRACTOR, CONTRACTOR'S design consultant, subcontractors and suppliers shall not submit any design

work until the Design Submittal Procedures and Schedule is approved by SCDOT. The Design Submittal Procedures and Schedule will serve as the basis for reviewing the design and construction plans. The Design Submittal Procedures and Schedule shall be updated as requested by SCDOT.

2. CONTRACTOR shall provide plans to SCDOT fifteen (15) SCDOT business days prior to commencement of the next phase of work, in formats designated by SCDOT, so that SCDOT will have an opportunity to review the plans prior to commencement of construction activities. The fifteen (15) business day review period will begin the first SCDOT business day after the submittal. If more than one package is submitted within a five (5) business day period, an additional five (5) business days per submittal package will be allowed for the reviews. Plans shall be submitted with all other reports and documents as defined in **EXHIBIT 4**. SCDOT will have the right, but not the obligation, to review and comment upon the plans. CONTRACTOR shall respond to SCDOT review comments in written form within five (5) business days. SCDOT will then status CONTRACTOR's comments within five (5) business days. SCDOT review comments shall be resolved prior to commencement of construction, demolition or disposal activities. This review and comment is fully discretionary, however no review or comment nor any failure to review or comment shall operate to absolve CONTRACTOR of its responsibility to design and build the Project in accordance with the contract or to shift responsibility to SCDOT.

E. Maintenance of Traffic

The SCDOT work zone mobility requirements found within the documents known as *Rule on Work Zone Safety and Mobility: The Policy for South Carolina Department of Transportation* and *Rule on Work Zone Safety and Mobility: Implementation, Maintenance, and Safety Guidelines* shall apply to this project. These requirements apply to the CONTRACTOR, all subcontractors, all SCDOT staff and designated representatives acting on behalf of the SCDOT performing duties with responsibilities relative to a work zone, including but not limited to planning, project development, design, construction, and maintenance.

The CONTRACTOR shall design, develop, implement and maintain a set of coordinated strategies to manage the work zone impacts of the project designated as the Transportation Management Plan. These strategies will include a Temporary Traffic Control plan, a Transportation Operations component, and a Public Information component. The Policy and the anticipated work zone impacts of the project shall determine the level of detail, content, and scope of the TMP. The primary component, the Temporary Traffic Control plan shall address traffic control and safety throughout and adjacent to the project site. A secondary component, the Transportation Operations plan, will address management of traffic operations in the project site and all adjacent areas impacted by the project. The final component, the Public Information plan, addresses communications with the public and entities impacted by the project. The CONTRACTOR's Transportation Management Plan and its components shall comply with the requirements of this Agreement and subsequent Exhibits, Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) latest edition, and SCDOT policies, standard specifications and all addendums to the standard specifications, the typical traffic control standard drawings for road construction, and procedures.

F. Ownership of Documents

Drawings, specifications, test data, inspection reports, QC documents, daily diaries and any other documents, including those in electronic form, prepared by CONTRACTOR or CONTRACTOR's consultants are "Project Documents". CONTRACTOR and CONTRACTOR's consultants shall be the owner of the Project Documents. Upon the Effective Date of this Agreement, CONTRACTOR grants SCDOT a nonexclusive license to reproduce the Project Documents for the purposes of, but not limited to, promoting, using, maintaining, upgrading, or adding to the Project. Upon completion of the Project or upon default by CONTRACTOR, CONTRACTOR shall provide copies of all Project Documents to SCDOT in the format designated by SCDOT.

G. Construction Criteria

CONTRACTOR shall construct the Project in accordance with all applicable Federal, State, and local statutes and regulations. All construction shall be performed in accordance with the following criteria, which are incorporated herein by reference and made a part hereof. The construction criteria are intended to be complementary and to describe and provide for a complete work. Where the following construction criteria conflict, the order of precedence shall be as listed below:

1. **EXHIBIT 4** – Project Design Criteria
2. **EXHIBIT 5** – Special Provisions
3. SCDOT Standard Drawings, effective as of the release of the Final RFP
4. SCDOT Supplemental Specifications and Supplemental Technical Specifications, effective as of the release of the Final RFP
5. SCDOT Standard Specifications for Highway Construction, effective as of the release of the Final RFP
6. SCDOT Construction Manual, effective as of the release of the Final RFP
7. SCDOT Approval Sheets, Material Acceptance Policies and New Products Evaluation Summary (available on SCDOT internet website)

H. Project Management

1. CONTRACTOR shall be responsible for ensuring that the Project is constructed in conformance with the Contract, all referenced documents and specifications, and applicable laws and regulations.

2. CONTRACTOR shall provide project management services sufficient to supervise the activities of his own personnel and subcontractors. CONTRACTOR shall provide a sufficient number of persons on site, to the satisfaction of SCDOT, to provide for the construction management of the Project.

3. SCDOT will provide representatives assigned to the Project to monitor the construction and provide necessary coordination between SCDOT and CONTRACTOR. All costs for salary and equipment to maintain SCDOT employees will be provided by SCDOT at no expense to CONTRACTOR. SCDOT and Federal Highway Administration (FHWA) representatives will have full and complete access to the Project, the work in progress, the "Daily Diaries", and to other technical documents and project records associated with design, construction, demolition, material disposal, materials, quality control, materials installation, and testing. SCDOT representatives will receive reasonable notice of and have the opportunity to participate in any meetings that may be held concerning the Project or the relationship between CONTRACTOR and their consultants and subcontractors when such meetings are associated with technical matters, progress, or quality of the Project. As used in this paragraph, "notice" shall require actual written notice to SCDOT's Agent.

I. Control of the Work

1. CONTRACTOR shall determine the appropriate means, methods and scheduling necessary to complete the work timely and in accordance with all construction requirements. SCDOT and FHWA will have the right to review and inspect the work at any time.

2. If, at any time, SCDOT observes or has actual notice of any fault or defect in CONTRACTOR's performance of this Agreement, SCDOT will give CONTRACTOR prompt written notice reasonably detailing the nature of the fault or defect. SCDOT is not required to discover or to accept defective or faulty work. SCDOT's right to have defective or faulty work promptly corrected shall not be waived by any action of SCDOT.

3. SCDOT will have the authority to suspend the work, wholly or in part, for such periods, as SCDOT may deem necessary, due to CONTRACTOR's failure to meet the requirements of the Contract in the performance of the work.

4. No inspection, acceptance, payment, partial waiver, or any other action on the part of SCDOT will operate as a waiver of any portion of this Agreement or of any power reserved herein or any right to damages or other relief, including any warranty rights, except insofar as expressly waived by SCDOT in writing. SCDOT will not be precluded or estopped by anything contained herein from recovering from CONTRACTOR any overpayment as may be made to CONTRACTOR.

J. Contract Deliverables

CONTRACTOR shall submit deliverables including, but not limited to, the following as set forth in the CONTRACT.

1. Contract Deliverable Matrix
2. Schedule of Values (**EXHIBIT 2**)
3. Plans - Article II.D.2
4. Erosion Control and Spill Prevention Plan

5. Storm Water Pollutant Prevention Plan and signed Contractor Certification Form (SCDHEC 0437)
6. SCDHEC Notice of Intent (NOI) for Stormwater Discharges Covered Under SC NPDES Construction General Permit SCR160000)
7. Environmental Plan
8. Wetland and Stream Mitigation
9. Transportation Management Plan
10. Crane Operator Documents
11. QC Plan
12. Community and Public Relations Plan, as specified in **Article X** and **EXHIBIT 5**
13. Drainage Notebooks for the Project in accordance with SCDOT's Requirements for Hydraulic Design
14. CPM Schedule per Article IV
15. EEO, DBE, and OJT Requirements, as specified in **Article XVIII & EXHIBIT 5**
16. Right-of-Way documents per Article VIII
17. Shop Plans and working drawings
18. Preliminary & Final Geotechnical Reports
19. All final electronic design files for the Project, as specified in **EXHIBIT 4**
20. Escrow Proposal Documents
21. CONTRACTOR's Materials Certification
22. As-Built Plans
23. Railroad Coordination Documents & Insurance Certificates per **EXHIBIT 6**
24. HAZMAT surveys for structures not already surveyed, SCDHEC Notice of Demolition for RCE Signature
25. Clearing and Grubbing Plan
26. Utility Coordination Reports, including Utility Agreements, and Supporting Documentation
27. Right of Way Plats and Monuments (per Preconstruction Advisory Memorandum #8)

III. CONTRACT PRICE/CONTRACT PAYMENTS

A. Contract Price

The "Contract Price" shall be \$99,977,718.00. In consideration for the Contract Price, CONTRACTOR shall perform all of its responsibilities under the Contract. The Contract Price shall include all work identified in the Agreement and subsequent Exhibits and as identified in the Cost Proposal Bid Form – **EXHIBIT 1**.

B. Contract Price Adjustments

1. Allowable adjustments

The Contract Price may be adjusted to reflect the direct costs, plus an additional amount not to exceed 10% of the direct costs for the combined total of reasonable overhead* and profit, associated with any of the following:

a) Amount added or deducted as the result of a "Change" or "Construction Change Directive".

b) Differing site condition as defined in Article XIII.

c) Intentional or bad faith acts or omissions by SCDOT that unreasonably interfere with CONTRACTOR's performance and cause delay of work on the critical path of the Project.

d) Changes in legal requirements or regulations that are effective subsequent to the date of this Agreement.

e) Discovery of hazardous materials not previously identified as set forth in Article XI

f) Discovery of archeological or paleontological sites not previously identified as noted in Article X.

g) Premium right-of-way costs and second appraisals as set forth in Article VIII. Only the actual premium right-of-way and actual second appraisal cost will be reimbursed. No additional amount for overhead, profit, bonds and insurance will be considered for this item.

* Overhead: The operating expense of a business exclusive of direct cost labor and material.

Other than as provided above, the Contract Price shall not be increased for contract time adjustments or delay damages. Contract Price adjustments shall be documented by Supplemental Agreement signed by both parties and shall be reflected immediately in the Schedule of Values. No claim by the CONTRACTOR for an

adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

2. Changes

a) A "Change" shall be any deviation or variation from the Project Scope or the Project Criteria. No Change shall be implemented without the express written approval of SCDOT. A "Change" may be an "Additive Change" or a "Deductive Change".

b) SCDOT may initiate a change by advising CONTRACTOR in writing of the change. As soon thereafter as practicable, CONTRACTOR shall prepare and forward to SCDOT an estimate of cost or savings, and the impact to the schedule resulting from the change. SCDOT will advise CONTRACTOR in writing of its approval or disapproval of the change via "Issue Paper". If SCDOT approves the change, CONTRACTOR shall perform the Services as changed.

3. Construction Change Directive

A Construction Change Directive is a written order from SCDOT directing a change prior to agreement with CONTRACTOR on adjustment, if any, to the Contract Price or Contract Time. If a price for the work cannot be agreed upon, CONTRACTOR shall perform the work under Force Account Procedures as outlined in Section 109.5 of SCDOT's Standard Specifications.

4. Direct Costs

For the purpose of a Contract Price Adjustment, "Direct Costs" shall be defined as:

a) Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

b) Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

c) Actual costs of machinery and equipment owned by CONTRACTOR or any affiliated or related entity exclusive of hand tools;

d) Actual costs paid for rental of machinery and equipment exclusive of hand tools;

e) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes;

f) Additional costs of supervision and field office personnel directly attributable to the change or event; and

- g) Costs incurred or fees paid for design work related to the change or event.

C. Contract Payments

1. Schedule of Values

Prior to execution of this Agreement, CONTRACTOR shall provide a Schedule of Values acceptable to SCDOT and work may not start until the Schedule of Values is approved by SCDOT. The Schedule of Values will serve as the basis for cost loading of the CPM Schedule. The CPM schedule shall include sufficient information to provide for monetary and quantitative tracking of the work by SCDOT. Updates to the cost-loaded CPM schedule will serve as the basis for progress payments requested by and made to CONTRACTOR. If the Contract Price is adjusted, CONTRACTOR shall revise its Schedule of Values and the CPM Schedule to reflect the adjustment in the Contract Price. The revised Schedule of Values must be approved by SCDOT prior to the time for the subsequent request for a progress payment otherwise no progress payments will be made. The Schedule of Values shall be incorporated herein as **EXHIBIT 2**. The Schedule of Values should include Lump Sum items that will serve as measurement and payment for any item referred to in this Contract as a "contract unit bid price" item.

2. Mobilization

Mobilization shall not exceed 5% of the Total Contract Cost as shown in the Schedule of Values. Mobilization will be paid in two (2) equal installments. The first will be paid in the progress payment immediately following Notice to Proceed, and the second will be paid at the start of construction.

3. Periodic Progress Payment Applications

No application for payment of the Contract Price shall be submitted until SCDOT gives a notice to proceed. Applications for payment of the Contract Price may be submitted once a month. Each application for payment of the Contract Price shall set forth, in accordance with the Schedule of Values and the cost-loaded CPM schedule, the percentage of all items comprising the work completed since CONTRACTOR's immediately prior request for payment. The application for payment of the Contract Price may also request payment for equipment and materials not yet incorporated into the Project, provided that (i) SCDOT is satisfied that the equipment and materials are suitably stored at either the Project or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, SCDOT will receive title to the equipment and materials free and clear of all liens and encumbrances.

4. Periodic Progress Payments

SCDOT will review each application for payment. Upon approval by SCDOT of an application for payment, SCDOT will pay CONTRACTOR the

undisputed percentage for the Project completed during the period covered by the application for payment. SCDOT will make each payment within twenty-one (21) days of the receipt of the corresponding Application for Payment. In the event of a dispute over the quality of work or percentage of the Project completed, SCDOT's decision is controlling and final. Payment by SCDOT will not preclude or estop SCDOT from correcting any measurement, estimate, or certificate regarding the percentage completion of the Project, and future payments may be adjusted accordingly.

5. Prompt Payment of Subcontractors

a) Subject to the provisions on retainage provided in Paragraph (b) below, when a subcontractor has satisfactorily performed a work item of the subcontract, CONTRACTOR must pay the subcontractor for the work item within seven (7) calendar days of CONTRACTOR's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when SCDOT pays CONTRACTOR for that work item.

b) CONTRACTOR may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when SCDOT pays CONTRACTOR for the last work item of the subcontract. CONTRACTOR must release to the subcontractor any retainage withheld within seven (7) calendar days from the date CONTRACTOR receives payment from SCDOT for the last work item of the subcontract. For further information regarding Retainage, see Article III, paragraph D.

c) With each progress payment application, CONTRACTOR shall certify to SCDOT that the payment application is complete and that all subcontractors have been paid for work covered by previous applications.

d) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to CONTRACTOR unless and until compliance is achieved; (2) CONTRACTOR being placed in default; and/or (3) CONTRACTOR being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.8 of the Standard Specifications.

6. Withholding of Payment

SCDOT may withhold all or part of any payment under the Contract because for any of the reasons listed below. Any funds withheld will be released upon CONTRACTOR satisfactorily remedying the defect, fault, or failure and will be included in the next regularly schedule pay estimate. Payment will be subject to retainage if applicable.

a) Defective work not remedied. Any such withholding, however, shall not exceed two times the reasonable cost of remedying the defective work.

Defective work shall be defined as work or material not conforming to the requirements of the Contract.

- b) Reasonable evidence that the Work will not be Substantially Complete within the Contract Time as adjusted and that the unpaid balance of the Contract Price will not be adequate to cover Liquidated Damages for the actual unexcused delay;
- c) Failure to comply with the prompt payment provision of this Contract;
- d) Any fines or other charges to SCDOT due to CONTRACTOR's failure to comply with permit requirements or other regulations;
- e) Notice of cancellation of insurance;
- f) Failure to submit updated and approved CPM or Schedule of Values;
- g) Violation of QC plan requirements;
- h) Failure to follow specifications or procedures required by the Contract;
- i) Failure to comply with DBE, On-The-Job training, or Pre-Employment Training provisions;
- j) Failure to provide adequate work zone traffic control;
- k) Failure to provide adequate sediment and erosion control; or,
- l) Violation of any contract provisions.

D. Retainage

Provided the Project is proceeding satisfactorily, SCDOT will not withhold retainage. However, if at any time SCDOT determines that CONTRACTOR fails to meet contract terms or the Project is not proceeding satisfactorily, SCDOT may retain up to 10% of the Contract Price as retainage. If the reason for SCDOT's withholding of retainage is attributable to a subcontractor's failure to perform, CONTRACTOR may withhold up to 10% of the subcontractor's payment until all work of the subcontract work is satisfactorily performed. If it decides to withhold retainage, SCDOT will not withhold more than 20% of any single payment application. SCDOT will have sole authority to determine the amount (not exceeding 10%) and necessity of retainage.

IV. CONTRACT TIME

A. Project Schedule

1. Time for Completion of Project. The Project shall be Substantially Complete within 870 calendar days from Notice to Proceed. The Notice to Proceed shall be no later than 45 days from the effective date of the Agreement. The PROPOSER must identify the time required for the construction time of the Project on the Cost Proposal Bid Form. Final Completion shall be reached as defined in paragraph 5 below.

Contract Time shall be the number of calendar days from Notice to Proceed to Substantial Work Completion which corresponds to the construction time as defined on the Cost Proposal Bid Form in **EXHIBIT 1** plus the time from Substantial Work Completion to Final Completion, not to exceed 180 days.

Substantial Work Completion. The Project shall be considered substantially complete when it is serviceable to the public, all lanes and ramps are open, and all work is completed except for "Project Close-out Activities", "Project Close-out Activities" are defined as punch list items, site clean-up, demobilization, and final Project documentation, including but not limited to as-built plans.

2. Critical Path Method Schedule: CONTRACTOR shall prepare and maintain a schedule for the Project using the Critical Path Method of scheduling (hereinafter called "CPM Schedule"). Prepare a Level II CPM Schedule in accordance with this agreement and the SCDOT Supplemental Specifications with the following exceptions:

- a) Submit to the SCDOT the initial baseline CPM schedule within 30 days from the Effective Date of this Agreement. No contract payment will be made to Contractor and no construction work may begin until a CPM baseline schedule is received and accepted by SCDOT. Update the baseline CPM schedule for monetary and quantitative tracking purposes as Released for Construction plans are developed.
- b) Cost-load the CPM schedule using the expenses identified in the schedule of values. Use the schedule of values to establish Expense Categories and assign to the correct activities.
- c) Include submittal activities. Allow duration for these activities to include SCDOT review periods.
- d) Reuse of deleted activity ID's from schedule update to schedule update is not allowed.
- e) Failure to include any element of work or any activity including but not limited to utility relocation, right of way acquisition, and permitting will not relieve the CONTRACTOR from completing all work within the Contract Time at no additional time or cost to the SCDOT, notwithstanding the acceptance of the schedule by SCDOT.

f) Develop project specific calendars reflecting all seasonal restrictions included in this Agreement and non-work days. Address durations for weather within activity duration, not within the calendar.

g) Use only a Work Breakdown Structure (WBS) to organize schedule activities. At a minimum, breakout the design and construction phases. These two breakouts should have the same parent within the structure.

h) Submit monthly updates no later than 15 days following the most recent estimate period end date, whether or not an estimate was generated. Set the data date the same as the most recent estimate period end date.

i) If SCDOT determines any schedule submission is deficient, it will be returned to the CONTRACTOR. A corrected schedule shall be provided within 7 calendar days from the SCDOT's transmittal date.

j) The schedule may indicate an early completion date. However, SCDOT will not be liable in any way for CONTRACTOR's failure to complete the Project prior to the specified Contract Time. Any additional costs, including extended overhead incurred between CONTRACTOR's scheduled completion date and the Contract Time, shall be the responsibility of the CONTRACTOR.

k) The schedule may include constraints to indicate the early completion of portions of the work. SCDOT will remove these constraints when determining the critical path of the schedule.

l) Include in each narrative a detailed listing of crews utilized on activities and their responsibilities. In lieu of this, the Contractor may request to submit a Resource Loaded CPM schedule.

3. Progress Review Meetings.

a) Review Meetings shall be held between CONTRACTOR and SCDOT at least every 2 weeks. Periodic construction meetings shall be held by CONTRACTOR with its consultants and subcontractors to coordinate the work, update the schedule, provide information and resolve potential conflicts.

b) SCDOT and CONTRACTOR will hold a regular CPM Progress Meeting at which all principal parties are expected to attend. These meetings will be held the week before the application for payment is due so that job progress will coincide with the payment application. At this meeting, CONTRACTOR shall provide the most recent schedule with notations showing actual start dates, actual finish dates, and activity progress. If the schedule provided indicates an actual or potential delay to the completion of the Contract, CONTRACTOR shall provide a narrative identifying the problems, causes, the activities affected and describing the means and methods available to complete the Project by the Contract Time.

5. Final Completion. When CONTRACTOR believes that all elements of its work on the Project, including all of the requirements of the Contract, have been completed, it shall notify SCDOT in writing. Final Completion shall be achieved within 180 calendar days of Substantial Work Completion as defined in this Agreement. Within thirty (30) days thereafter, SCDOT will acknowledge project completion or will advise CONTRACTOR in writing of any aspect of the Contract or the Project Scope that is incomplete or unsatisfactory. CONTRACTOR shall complete all corrective action within thirty (30) days after written notification of incomplete or unsatisfactory items. CONTRACTOR will notify SCDOT in writing upon completion of necessary corrective action. SCDOT will verify satisfactory completion of the corrective action in writing to CONTRACTOR. Upon verification, the Project shall be deemed to have achieved Final Completion.

6. Inspection/Acceptance; No Waiver. No inspection, acceptance, payment, partial waiver, or any other action on the part of SCDOT will operate as a waiver of any portion of this Agreement or of any power reserved herein or any right to damages or other relief, including any warranty rights, except insofar as expressly waived by SCDOT in writing. SCDOT will not be precluded or estopped by anything contained herein from recovering from CONTRACTOR any overpayment as may be made to CONTRACTOR.

B. Contract Time Adjustments

The Contract Time may be extended if there is a delay to the critical path of the Project caused by an event listed below. All requests for time extensions shall be made in writing to SCDOT within 20 days of the event causing the delay. All time extensions must be approved in writing by SCDOT. Time extensions may be allowed for the following events that affect the critical path:

1. Force Majeure as that term is defined in this Agreement in Article XIV;
2. Changes or construction change directives;
3. Differing site conditions as defined under Article XIII;
4. Injunctions, lawsuits, or other efforts by individuals or groups that hinder, delay, or halt the progress of the Project, provided that such efforts are not premised on alleged wrongs or violations by CONTRACTOR or its subcontractors;
5. Interference with or delay of work on the critical path of the Project by SCDOT; however, CONTRACTOR shall not be entitled to a time extension if SCDOT's actions are necessitated by CONTRACTOR's actions, omissions, failure to perform quality work, or failure to comply with contract requirements;
6. Changes in the legal requirements or regulations which are effective subsequent to the date of this Agreement;

7. Discovery of hazardous materials not previously identified as set forth in Article XI;
8. Discovery of archeological or paleontological remains not previously identified as set forth in Article X; or
9. Adverse utility relocation impacts meeting the requirements set forth in Article VII.

C. Owner's Right to Stop Work

SCDOT will have the authority to suspend the work, wholly or in part, for such periods, as SCDOT may deem necessary, due to CONTRACTOR's failure to meet the requirements of the Contract in the performance of the work. Such suspension of the work shall not constitute grounds for claims for damages, time extensions, or extra compensation.

D. Liquidated Damages

CONTRACTOR shall pay liquidated damages to SCDOT in the amount of Ten Thousand Dollars (\$10,000.00) for each day for which construction is not substantially complete, as defined in Article IV.

CONTRACTOR shall pay liquidated damages to SCDOT in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for each day that Final Completion, as defined in Article IV, is not achieved.

The parties acknowledge, recognize and agree that because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by SCDOT as a result of the CONTRACTOR's failure to complete the Project as specified in the Contract. Therefore, any sums payable under this provision are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure. Notwithstanding the above, liquidated damages are not intended to excuse the CONTRACTOR from liability for any other breach of its obligations under the Contract.

V. QUALITY ASSURANCE PROGRAM

A. CONTRACTOR's Responsibilities

CONTRACTOR shall be responsible for the QUALITY CONTROL Portion of the Program to include the items listed below. Work shall not commence until CONTRACTOR has met these requirements.

1. Quality Control Plan: CONTRACTOR shall submit a Quality Control (QC) Plan that outlines how CONTRACTOR shall assure that the materials and work are in compliance with the contract documents. The initial plan shall be submitted to SCDOT

for review and approval at least five (5) business days prior to any design or plan submittal or the beginning of any construction activity. The plan shall be updated as necessary prior to the start of any specific construction operation. The plan shall include a list of SCDOT certified personnel responsible for management and quality control of the Project, and define the authority of each individual. The plan shall also include how CONTRACTOR will monitor quality and deal with failing materials. The QC Plan shall include the QC testing and sampling frequencies and shall indicate the frequency at which the QC Manager will provide QC test results to SCDOT. CONTRACTOR shall include an estimated summary of quantities to SCDOT for the purposes of meeting the minimum sampling and testing requirements in accordance with the SCDOT Construction Manual.

2. Personnel: CONTRACTOR shall provide a sufficient number of SCDOT certified personnel to adequately control the work of the Project. Any personnel required to obtain samples or conduct material testing shall be SCDOT certified. CONTRACTOR shall provide SCDOT with copies of each individual's certifications for review and approval by SCDOT. Approved CONTRACTOR QC personnel shall be on the job at all times that permanent work items and materials are being incorporated into the project. CONTRACTOR's QC personnel shall not have any other project responsibilities.

1. CONTRACTOR Testing: CONTRACTOR is required to conduct asphalt sampling and testing in accordance with the SCDOT Standard Specifications and the SCDOT Supplemental Technical Specifications SC-M-400. CONTRACTOR shall conduct sampling and testing to ensure that all workmanship and materials are in compliance with the contract requirements. Although not used for acceptance, QC testing and inspection shall ensure that quality has been incorporated into all elements of work prior to requesting acceptance testing and inspection. The QC Program should be sufficient in scope to remedy repeated discoveries of non-compliant work by those performing acceptance inspection and testing. Repeated observations of QC quality shortfalls shall be considered a breakdown of the QC program and shall be cause for investigation and corrective action prior to commencement of work areas affected. Corrective action may include the addition of new QC procedures, revision to existing QC procedures, re-training of QC personnel, removal and replacement of QC personnel, or other such actions which will restore the effectiveness of the QC program. All QC testing shall be performed in accordance with existing AASHTO, ASTM, or test methods used by SCDOT. The cost of these activities will be borne by CONTRACTOR. Additionally, CONTRACTOR is responsible for dynamic and static load testing of drilled shafts and piles in accordance with the requirements of **EXHIBITS 4 and 5**.

2. Testing Laboratories: All testing laboratories used on the Project must be AASHTO certified and approved by SCDOT thirty (30) days prior to beginning the portion of work for which the laboratory will be performing the testing. Hot Mix Asphalt testing laboratories require SCDOT certification.

3. Mix Designs: Copies of all initial hot-mix asphalt mix designs and Portland Cement Concrete mix designs, along with supporting data, shall be submitted to

SCDOT for review at least five (5) business days prior to use. All hot-mix asphalt mix designs will be prepared by personnel certified in Mix Design Methods. Portland Cement Concrete mix designs will be prepared by a certified concrete technician or a Professional Engineer. The Portland Cement Concrete mix proportions given in the specifications are to be followed. CONTRACTOR shall design the mix to obtain the strength and water/cement ratios given in the specifications, and shall provide workability, air content, gradation and suitable set times as set forth in the Standard Specifications. The SCDOT will be notified of any revisions to CONTRACTOR's mix design. Copies of such revisions will be sent to SCDOT for review at least ten (10) business days prior to use.

4. Materials Certifications: CONTRACTOR's QC Manager shall submit all material certifications to SCDOT prior to the CONTRACTOR incorporating the material into the project.

B. SCDOT Responsibilities

SCDOT will be responsible for the QUALITY ACCEPTANCE portion of the program to include: conducting inspections, acceptance testing, independent assurance testing and final project material certification.

1. Acceptance Testing: SCDOT personnel assigned to the Project, or qualified personnel retained by SCDOT, will conduct sampling and testing, separate from CONTRACTOR's testing, at the frequencies set forth in SCDOT's construction manual. This testing will be used by SCDOT to determine the acceptability of the materials. All sampling and testing will be in accordance with existing AASHTO, ASTM, or SC test methods used by SCDOT. The cost of these activities will be borne by SCDOT. CONTRACTOR's QC Manager is required to coordinate all activities closely with SCDOT to allow the necessary acceptance testing to be conducted prior to proceeding to the next operation. The disposition of failing materials must be approved by SCDOT.

2. Independent Assurance Testing: SCDOT will be responsible for conducting Independent Assurance Testing. Personnel performing these tests will be SCDOT employees or qualified persons retained by SCDOT. Persons performing these tests will not be involved in Acceptance Testing. This testing will be used to ensure that proper sampling and testing procedures are being followed, and that testing equipment is functioning properly. This testing will consist of observing sampling and testing by both SCDOT personnel performing Acceptance Testing and CONTRACTOR personnel performing Quality Control Testing, as well as taking split samples for the purposes of comparison testing. Independent Assurance Testing will be at an approximate frequency of one-tenth of the Acceptance Testing frequency. Independent Assurance test results will not be used for acceptance. The cost of these activities will be borne by SCDOT.

3. Materials Certification: SCDOT will be responsible for preparing the Materials Certification as required by the FHWA on federally funded projects.

C. CONTRACTOR's Obligation

SCDOT's testing in no way relieves CONTRACTOR of its obligation to comply with the Contract requirements. All materials incorporated into the Project must meet or exceed contract requirements and specifications. Further, any testing by SCDOT will not relieve CONTRACTOR of any of its warranty obligations.

VI. INSURANCE AND BONDING

A. Insurance

1. CONTRACTOR shall purchase and maintain in a company or companies that maintain an A.M. Best rating of not less than A-VII with coverage forms acceptable to SCDOT. The insurance described below shall be maintained uninterrupted for the duration of the Project, including warranty periods, and shall protect CONTRACTOR from claims set forth below which may arise out of or result from CONTRACTOR's operations under the Contract, whether such operations be performed by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a) Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- b) Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person;
- e) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- g) Claims involving contractual liability insurance applicable to the Contractor's obligations under the indemnity provisions of this contract.

2. The minimum limits of liability for the following types of insurance are required, except where greater limits are required by statute:

a) Workers' Compensation, including: Worker's Compensation
Insurance/Employer's Liability

State Statutory limits

Employer's Liability

\$100,000 per accident

\$500,000 per disease

\$100,000 each employee

b) Commercial General Liability

\$1,000,000 per occurrence

\$2,000,000 aggregate

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 (or substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, contractual liability and personal injury and advertising injury. The policy shall contain the per project endorsement.

c) Business Automobile Liability

\$1,000,000 per occurrence

This policy shall cover Any Auto, including Owned, Hired and Non-owned Automobiles. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage.

d) Umbrella Liability Coverage

\$10,000,000 per occurrence

\$20,000,000 aggregate

The general aggregate limit shall apply separately to the Project

3. Certificates of Insurance acceptable to SCDOT will be provided to SCDOT prior to execution of this Agreement. These certificates shall name SCDOT as an additional insured under the Commercial General Liability (CGL) arising out of both the on-going operations and completed operations of CONTRACTOR. Such additional insured coverage shall be endorsed to Contractor's CGL policy using ISO Additional Insured Endorsement form CG 2010 (10/01) and CG 2037 (10/01) or a substitute providing equivalent coverage, and included under the commercial umbrella. CONTRACTOR shall maintain continual additional insured status for SCDOT under the products-completed operations coverage for the time period required to satisfy the statute of limitation for South Carolina. CONTRACTOR shall also name SCDOT as additional insured under Business Automobile and Umbrella policies and reference the Project to which the certificate applies. The policies must contain a provision that coverage afforded will not be canceled or reduced until at least 30 days prior written notice has

been given to SCDOT and that the policies cannot be cancelled for non-payment of premiums until at least 10 days prior written notice has been provided to SCDOT. Send Notice of Cancellations to Director of Construction Room 330, PO Box 191, Columbia, SC 29202. Make certain that the policies are endorsed to reflect this requirement. Verification of additional insured status shall be furnished to SCDOT by including a copy of the endorsements with the Certificate of Insurance. This insurance, including insurance provided under the commercial umbrella shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs, including any deductibles, afforded to, or maintained by, SCDOT. CONTRACTOR'S deductibles shall not exceed \$250,000 without written consent of the SCDOT and that the certificates show the deductible amounts.

4. Limits shown in this provision are minimum acceptable limits and in no way limit available coverage to the additional insured. CONTRACTOR's CGL and commercial umbrella policies shall contain no provision providing that the limits available to an additional insured are less than the limits available to the CONTRACTOR. SCDOT shall be given all the same rights and insurance coverage as CONTRACTOR. In the event that any insurer issues a reservation of rights for SCDOT as an additional insured, SCDOT shall be entitled to employ independent counsel, of its choice, at CONTRACTOR's expense.

5. There shall be no endorsements or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, underground property damage or work performed by contractors on behalf of SCDOT.

6. Hazardous Materials. If the CONTRACTOR is required to remove and haul any hazardous waste from the Project, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability – Broadened Coverage for Covered Autos Endorsement (CA 99 48), shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached. Limits of pollution liability shall be not less than \$1,000,000 per occurrence. Coverage shall apply on an "occurrence form" basis, shall cover at a minimum bodily injury, property damage, defense costs and clean-up costs and be extended to include non-owned disposal sites and transportation coverage. This insurance shall remain in effect after acceptance by Owner for the time period required to satisfy the statute of limitations in South Carolina. However, if coverage is written on a "claims made form", then the Contractor's Pollution Liability coverage shall include a retroactive date that precedes the commencement of work under this Agreement. Such coverage shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs, including any deductibles, afforded to, or maintained by SCDOT.

7. Waiver of Subrogation. CONTRACTOR shall waive its rights against SCDOT, other additional insured parties, and their respective agents, officers, directors and employees for recovery of damages, or any other claims, to the extent these damages are covered by the CGL, business auto, workers compensation and employer's liability or commercial umbrella maintained pursuant to this section of the Agreement.

8. CONTRACTOR shall at the time of execution of this Agreement, obtain Errors and Omissions insurance for their Professional Liability, for all claims arising from the performance of professional services on the Project. The insurance coverage shall be for not less than Three Million Dollars (\$3,000,000) per claim and in the aggregate. The coverage shall be continued for three (3) years after the date of Final Completion of the Project. Evidence of such insurance shall be provided to SCDOT at the time of the execution of the Agreement.

9. After completion of the work, CONTRACTOR shall maintain CGL and commercial umbrella coverage to include liability coverage for damage to insured's completed work equivalent to that provided under ISO CG 00 01 for three (3) years or for the statute of limitations period for damages, whichever is greater.

10. By execution of the contract, the CONTRACTOR accepts the responsibility to provide the liability insurance policies and endorsements as specified herein. Failure of SCDOT to identify a deficiency in the Certificate of Insurance submitted by the CONTRACTOR's insurance agent as evidence of the specified insurance or to request other evidence of full compliance with the liability insurance specified shall not be construed as a waiver of the CONTRACTOR's obligation to provide and maintain the required insurance for the duration of the contract.

B. Bonding

1. CONTRACTOR shall at the time of the execution of this Agreement, provide SCDOT the following bonds:

a) A Performance and Indemnity Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.

b) A Payment Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.

These bonds shall be in accordance with the requirements of S.C. Code Ann. §57-5-1660, (1976 as amended) and S.C. Code Ann. §29-6-250 (2000). Bonds shall be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "A.M. Best Key Rating Guide, Property Liability" and signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.

2. CONTRACTOR shall also provide a warranty bond, acceptable to SCDOT, in the amount of Three Million Dollars (\$3,000,000 to cover the warranty obligations of the contract.

VII. UTILITIES AND RAILROAD COORDINATION

A. As part of the Project Scope, CONTRACTOR shall have the responsibility of coordinating the Project construction and demolition activities with all utilities that may be affected. CONTRACTOR shall be responsible for the cost of utility coordination as defined herein. If applicable, all temporary relocation costs as well as any other conflict avoidance measures shall be the responsibility of the CONTRACTOR. For those utilities that have prior rights SCDOT will be responsible for permanent relocation costs as defined by the Federal code. For those utilities where the CONTRACTOR determines that the SCDOT has prior rights, CONTRACTOR may exercise these rights and require the utility company to bear the costs of relocation. If there is a dispute over prior rights, SCDOT shall be responsible for resolving the dispute. SCDOT shall have final determination of the utility's prior rights.

B. For those utilities requiring relocation, CONTRACTOR shall conform with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way", the applicable State laws, and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B.

C. The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the CONTRACTOR. If said utility companies interfere or fail to relocate conflicting utilities in a timely manner, SCDOT may, on an individual basis, consider a time extension for utility company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the utility relocation, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays in utility relocations. CONTRACTOR shall meet with the Department's Utilities Office within thirty (30) days of the Notice to Proceed to gain a full understanding of what is required with each utility submittal.

D. CONTRACTOR shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. If there is a dispute between the CONTRACTOR and SCDOT as to whether a utility relocation is required, SCDOT shall have the final determination. Additional utility relocations desired by the CONTRACTOR for but not limited to construction staging, access or convenience, shall be the sole responsibility of CONTRACTOR and all associated costs shall be borne by the CONTRACTOR.

E. CONTRACTOR shall initiate early coordination with all utilities and provide the utility companies with design plans for their use in developing Relocation Sketches as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. If a party other than the utility company prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.

F. CONTRACTOR shall be responsible for collecting and submitting to SCDOT the following from each utility company that is located within the project limits:

1. **Relocation Sketches** including letter of "no cost" where the company does not have a prior right;
2. **Utility Agreements** including documentation of prior rights, cost estimate and relocation plans where the company has a prior right; and/or
3. **Letters of "no conflict"** where the company's facilities will not be impacted by the Project. Include location sketches on SCDOT plans confirming and certifying that facilities are not in conflict.
4. **Encroachment Permits** for all relocations regardless of prior rights.

G. CONTRACTOR shall assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that the Department may approve the submittals with minimal review. CONTRACTOR shall ensure that there are no conflicts with the proposed highway improvements, or between each of the utility company's relocation plans. CONTRACTOR may not authorize the utility companies to begin their relocation work until authorized in writing by SCDOT. Any early authorization by CONTRACTOR shall be at the CONTRACTOR's risk.

H. At the time that CONTRACTOR notifies SCDOT that CONTRACTOR deems the Project to have reached Final Completion, CONTRACTOR shall certify to SCDOT that all utilities have been identified and that those utilities with prior rights or other claims related to relocation or coordination with the Project have been relocated or their claims otherwise satisfied or will be satisfied by CONTRACTOR.

I. CONTRACTOR shall accurately show the final location of all utilities on the as-built drawings for the Project.

If Railroad property is impacted by this project, provisions J through R shall apply:

J. Under the direction of and in coordination with SCDOT, the CONTRACTOR shall be responsible for all coordination with the involved Railroad Companies, including but not limited to, sending plans, meetings, correspondence, phone calls, writing/reviewing agreements, and etc. as may be necessary to secure the applicable executed railroad agreements, needed for the construction of the project, between the SCDOT and all involved railroad companies. All correspondence related to railroad agreements or conditions shall include the railroad file number and railroad milepost information. The CONTRACTOR shall be responsible for the cost of railroad coordination as defined herein.

K. SCDOT will submit for approval, all required railroad agreements necessary for the Preliminary Engineering and Construction of the project. Upon approval, the SCDOT will submit the agreement to the Railroad Company for execution. The CONTRACTOR shall be responsible for assisting SCDOT in the development of the railroad agreement by providing requested information.

L. The CONTRACTOR shall be responsible for all costs to the Railroad Company or Companies for services provided by the Railroad or the Railroad's Agent, as detailed in the executed Railroad Agreement between the SCDOT and the Railroad. This includes all expenses such as railroad flagging operations. The CONTRACTOR shall be responsible for all other costs associated with designing and constructing the project as described in the executed Railroad Agreement between the SCDOT and the Railroad Company. The CONTRACTOR shall include all costs associated with these requirements in the final bid price. Once a contract is executed, SCDOT shall administer invoicing for costs to the Railroad Company or Companies. Monies will be deducted from the CONTRACTOR's progress payments.

M. All design and construction activities in, adjacent to, over or under the railroad shall comply with all applicable Federal and State laws and standards, all terms identified in the Special Provisions for Protection of Railway Interests, and all terms of the final agreement executed with the Railroad Company.

N. The CONTRACTOR shall be required to meet the Railroad's Insurance Requirements as specified in the Special Provisions for Protection of Railway Interests.

O. The CONTRACTOR shall attend a mandatory meeting with the SCDOT's Utilities Office and Railroad Projects Office within thirty (30) days after the Notice to Proceed. The CONTRACTOR shall use the SCDOT approved agreement language and procedures, that will be provided in this meeting.

P. CONTRACTOR shall provide project specific information to SCDOT for inclusion into the agreements. The CONTRACTOR shall anticipate and include in the proposed schedule a minimum 90-day approval time-frame for all railroad agreements. However, SCDOT will not be held responsible for delays caused by negotiations with the railroad company.

Q. CONTRACTOR shall anticipate the need for a separate right-of-entry agreement between the CONTRACTOR and Railroad for surveys, borings, etc. The required PE Agreement, between SCDOT and Railroad, must be executed before Railroad will review or

comment on any design questions or submittals from the CONTRACTOR. The Construction Agreement, between SCDOT and Railroad, must be executed before any construction activities can begin.

R. CONTRACTOR is advised that all utility relocations required within railroad right-of-way will require separate agreements between the affected utility company and the Railroad.

S. CONTRACTOR is advised that information related to railroad coordination is included in Exhibit 6.

VIII. RIGHT OF WAY ACQUISITION

A. Right of Way Services

CONTRACTOR, acting as an agent on behalf of the State of South Carolina, shall provide right-of-way services for the Project. CONTRACTOR shall use firm(s) from the SCDOT's current "on-call" list for right of way consultants, as listed in Attachment B, to provide right of way services. Right-of-way services shall include appraisal, appraisal review, negotiation, acquisition, and relocation assistance services. CONTRACTOR shall be responsible for all costs related to these right-of-way services. CONTRACTOR will provide expert testimony and SCDOT will provide legal services necessary for any cases that are to be resolved by trial. Experts are defined as engineering and appraisal witnesses. SCDOT will retain final authority for approving just compensation, relocation benefits and settlements. SCDOT will designate a hearing officer to hear any Relocation Assistance Appeals. SCDOT agrees to assist with any out of state relocation by persons displaced within the rights of way by arranging with such other state(s) for verification of the relocation assistance claim. CONTRACTOR shall carry out the responsibilities as follows:

1. Acquire property in accordance with all Federal and State laws and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Act of 1970, as amended (the "Uniform Act") and the South Carolina Eminent Domain Procedure Act ("The Act"). The acquisition of property shall follow the guidelines as established by the Department and other State and Federal guidelines. CONTRACTOR shall not be entitled to an increase in the Contract Price for acquisition of borrow sources.

2. Submit procedures for handling right-of-way acquisitions and relocations to the SCDOT for approval prior to commencing right-of-way activities. These procedures are to show CONTRACTOR'S method including the appropriate steps and workflow required for appraisal, acquisition, and relocation. CONTRACTOR shall be granted the authority for administrative settlements by the SCDOT's Right-of-Way Office upon review and approval of the Right-of-Way Procedures. These procedures should also include an appropriate time allowance for SCDOT to establish just compensation, approve relocation benefits, and approve administration and legal settlements. A SCDOT Representative will be available to make timely decisions

concerning establishing just compensation, approving relocation benefits, and approving administrative settlements on behalf of SCDOT. The SCDOT Representative is committed to issuing decisions on approval requests within three (3) business days. The commitment is based on the procedure providing a reasonable and orderly workflow and the work being provided to the SCDOT Representative as completed.

3. Utilize SCDOT's right-of-way project tracking system and provide an electronic status update a minimum of twice per month or upon request by SCDOT's representative.

4. Submit a right-of-way quality control plan to the SCDOT for review prior to commencing right-of-way activities. SCDOT standard forms and documents will be used to the extent possible.

5. Provide a toll free telephone number for landowners and displaced persons to call.

6. Provide a current title certificate by a licensed South Carolina attorney for each parcel as of the date of closing or the date of filing of the Condemnation Notice.

7. Prepare appraisals in accordance with the Department's Appraisal Manual. Appraisals shall be prepared by appraisers who are on the SCDOT approved list of active fee appraisers.

8. Provide appraisal reviews complying with technical review guidelines of SCDOT Appraisal Manual and make a recommendation of just compensation. The reviewer shall be from the SCDOT's approved reviewer list.

9. Make direct payments of benefits to property owners for negotiated settlements, relocation benefits and payments to be deposited with the court and notify SCDOT monthly of payments made.

10. Prepare, obtain execution of, and record documents conveying title to such properties to SCDOT with Register of Deeds, and deliver all executed and recorded general warranty deeds to SCDOT. For all property in conjunction with the Project, title will be acquired in fee simple (except that SCDOT may in its sole discretion direct the acquisition of a right-of-way easement or permissions, in lieu of fee simple title, with respect to any portion of the Rights of Way) and shall be conveyed to "The South Carolina Department of Transportation" by general warranty deed, free and clear of all liens and encumbrances except permitted encumbrances.

11. Because these acquisitions are being made as agent on behalf of the State of South Carolina, SCDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of a condemnation action is necessary, taking into consideration the recommendations of the CONTRACTOR. When SCDOT authorizes the filing of a condemnation, CONTRACTOR shall prepare a Notice

of Condemnation in the name of SCDOT, and submit it to SCDOT for SCDOT to file and serve appropriate condemnation documents and pleadings, and request priority status pursuant to S.C. Code Ann. Section 28-2-310(1976, as amended).

12. SCDOT shall prosecute condemnation proceedings to final judgment pursuant to the requirements of the South Carolina Eminent Domain Procedures Act. The procedure shall be by way of trial as provided by Section 28-2-240 of "The Act". SCDOT shall be responsible for obtaining legal representation and CONTRACTOR will be responsible for providing expert witnesses necessary for condemnation actions. All settlements of condemnation cases shall be at SCDOT's sole discretion.

13. CONTRACTOR will be responsible for all contacts with landowners for rights-of-way or construction items and shall provide the following:

- a) All Notices of Condemnation, issued pursuant to the authority granted, all titles of real estate and all right of way easements, permissions, or right-of easements, recorded with the Office of the Register of Deeds or the Clerk of Court for the county or counties in which properties acquired through condemnation are located;
- b) A right-of-way agent's worksheet, or documents substantially in the format of SCDOT Form No. 809, for each tract.

14. CONTRACTOR shall provide a right-of-way certification and SCDOT shall approve that certification prior to CONTRACTOR entering the property. Only in exceptional circumstances will a certification be approved based on a right of entry. Certification may be on a tract-by-tract basis.

15. CONTRACTOR shall exercise care in its operations when working in proximity to adjacent developed properties, properties not yet acquired, and residences or businesses that are to be relocated. CONTRACTOR shall submit a plan to the SCDOT's right-of-way representative for approval to:

- a) Establish a clear zone adjacent to properties occupied by persons to be displaced in which construction equipment may not be operated or parked,
- b) Establish a clear zone for construction for properties occupied by persons to be displaced to prevent undue impacts or hardships,
- c) Establish a method of protecting equipment from vandalism or unauthorized use,
- d) Locate brush piles and mulching/grinding operations more than 500 feet from an occupied business or residence, or as required by South

Carolina Department of Health and Environmental Control burning regulations,

- e) Provide reasonable and safe access to residences or businesses that are to be displaced until such time as the property is vacant, and
- f) Observe the property rights of landowners of adjacent and/or yet to be acquired properties.

16. CONTRACTOR shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights-of-way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, CONTRACTOR shall take steps consistent with customary industry standards to investigate. SCDOT shall be notified of the presence of such materials before an offer is made to acquire the property.

17. During the acquisition process and for a period of three years after final payment is made to CONTRACTOR for any phase of the work, all project documents and records not previously delivered to SCDOT, including but not limited to design and engineering costs, construction costs, costs of acquisition of rights-of-way, and all documents and records necessary to determine compliance with the laws relating to the acquisition of rights-of-way and the costs of relocation of utilities, shall be maintained and made available to SCDOT for inspection or audit.

B. Acquisition of Right-of-Way

1. The CONTRACTOR is responsible for verification of all information necessary for acquisition of the Right-of-Way and is responsible for all costs, excluding premium cost as defined below, associated with the purchase of the Right-of-Way. The CONTRACTOR shall acquire the property as an agent on behalf of the State of South Carolina.

2. Acquisition of any additional area desired by the CONTRACTOR necessary to complete the project, shall comply with this Article of the Contract, with the exception of cost allocation.

3. All costs associated with the acquisition of any additional area are the sole responsibility of the CONTRACTOR, including premium right-of-way costs. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments. Any necessary permit modifications are the responsibility of the CONTRACTOR.

4. Acquisition of any additional area desired by the CONTRACTOR for, but not limited to, construction staging, access or borrow pits shall be the sole responsibility of CONTRACTOR, and any title or interest shall be secured in the name of the CONTRACTOR. CONTRACTOR shall provide SCDOT the location and

documentation for these additional areas. CONTRACTOR shall furnish SCDOT a copy of any agreements, whether for purchase or lease, for the use of additional properties in conjunction with the construction of the Project. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments. Any necessary permit modifications are the responsibility of the CONTRACTOR. CONTRACTOR is responsible for all costs associated with these additional areas, including premium right-of-way costs. If additional right-of-way is necessary beyond what has been evaluated in the NEPA documentation, CONTRACTOR shall be responsible for any re-evaluation of the approved Environmental Documents.

5. ROW acquisition costs shall be defined as amounts paid for: (1) direct payments for ownership or other property rights, and (2) direct payments for eligible relocation expenses as provided for under the Uniform Act less Premium ROW acquisition costs.

6. Premium ROW acquisition costs shall be the amount a jury award or a settlement that exceeds "Just compensation." "Just compensation" shall be defined as the value SCDOT approves for a parcel after the following procedure: CONTRACTOR shall submit its recommendation for just compensation based on appraisals and appraisal reviews which support the recommendation. If SCDOT approves CONTRACTOR'S recommendations, that value becomes just compensation. If SCDOT does not approve the recommendation, CONTRACTOR or SCDOT shall obtain another appraisal using an appraiser from the SCDOT's approved list and submit this appraisal to SCDOT. SCDOT shall be responsible for the cost of the second appraisal. SCDOT shall assign a value to the parcel which shall be deemed just compensation supported by the appraisals for the parcel.

7. CONTRACTOR shall be responsible for right-of-way service costs and right-of-way acquisition costs.

8. SCDOT shall be responsible for premium right-of-way costs except for those additional areas explained above.

9. Upon final completion of the project, if any right-of-way condemnation actions are still pending, CONTRACTOR shall provide reasonable and adequate security to cover its contractual obligation relating to right-of-way acquisition.

IX. PERMITS

A. All permits necessary for completion of this project shall be procured by the CONTRACTOR. The CONTRACTOR shall comply with all local, state, and federal permitting requirements. Regarding any permit or license that must be obtained in the name of SCDOT, the CONTRACTOR shall perform all functions within its power to obtain the permit or license, and SCDOT shall fully cooperate in this effort and perform any functions that must be performed by SCDOT. The CONTRACTOR shall submit permit applications to SCDOT. SCDOT will

submit the permit application to the appropriate permitting agency indicating that CONTRACTOR is acting as an agent for SCDOT. If said regulatory agencies fail to issue permits in a timely manner, SCDOT may, on an individual basis, consider a time extension for permit approval delays when CONTRACTOR can demonstrate that the application was submitted in a timely manner, all reasonable efforts have been made to expedite the permit approval, and that the delay has a direct impact on the Critical Path. CONTRACTOR shall not be entitled to additional compensation for delays in permit approval.

X. ENVIRONMENTAL COMPLIANCE

A. Compliance with Environmental Commitments

CONTRACTOR shall comply with all Environmental commitments and requirements including, but not limited to, the following:

1. Compliance with the provisions of all environmental permits applicable to the Project. A copy of the environmental document is included in **Attachment B**. Environmental Commitments are included in **Exhibit 4**.

2. Compliance with those stipulations and conditions under which SCDOT received approval of the Environmental Document(s) and any modifications resulting from a re-evaluation of the Document(s). If the CONTRACTOR elects to construct the Project in a manner that is not consistent with the assumptions in the SCDOT prepared environmental documents, the CONTRACTOR will be responsible for revising the environmental documents and provide any additional studies that may be required. All revisions will require SCDOT and FHWA approval prior to any right of way acquisition or construction activity;

3. Compliance with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of carrying out this Agreement;

4. Carrying out all necessary social, economic, and environmental studies required by regulatory authorities in the course of construction;

5. Cost, preparation, revision, acquisition, compliance, and adherence to conditions of any permits required by federal, state, or local laws or regulations; The CONTRACTOR is responsible for any mitigation required by permits. Compensatory mitigation may be available through an approved mitigation bank or Permittee Responsible Mitigation (PRM) as define in EPA's 2008 Mitigation Rule; and

6. The resolution of any deviations from the contract documents, drawings or other information included in the environmental permits that would violate the intent or spirit of the permits. Any proposed changes within the permitted areas would need to be coordinated with SCDOT's Environmental Services Office.

B. Preconstruction / Partnering Conference(s)

CONTRACTOR shall conduct one (or more, if appropriate) pre-construction / partnering conference(s) prior to any construction activity to discuss environmental and permitting issues, which conference shall include all subcontractors, and, to the extent feasible, representatives from the U.S. Army Corps of Engineers, the S.C. Department of Health and Environmental Control Water Quality Division, the Federal Highway Administration, CONTRACTOR, and SCDOT.

C. Protection of Archeological and Paleontological Remains and Materials

1. When archeological or paleontological remains are uncovered, CONTRACTOR shall immediately halt operations in the area of the discovery and notify SCDOT.

2. Archeological remains consist of any materials made or altered by man which remains from past historic or prehistoric times (i.e. older than 50 years) Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures or not recent (i.e. older than 100 years) vessel ruins. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.

3. SCDOT will have the authority to suspend the work for the purpose of preserving, documenting, and recovering the remains and materials of archeological and paleontological importance for the State. CONTRACTOR shall carry out all instructions of SCDOT for the protection of archeological or paleontological remains, including steps to protect the site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff.

4. CONTRACTOR's Contract Time and or Contract Price shall be adjusted to the extent CONTRACTOR's cost and /or time of performance have been adversely impacted by the presence of archeological or paleontological remains.

D. Community and Public Relations Plan

The CONTRACTOR shall provide to SCDOT for review and written approval a Community Relations Plan as part of the Project in accordance with Exhibit 5. The Community Relations Plan shall describe how the CONTRACTOR will actively promote good relationships with local elected officials, the news media, and the community at large. All costs associated with community relations will be included in the Total Project Cost. SCDOT will expect the CONTRACTOR to maintain positive communications with the local community (including public meetings as necessary), the adjacent property owners, and local businesses. The Community Relations Plan shall be submitted within 45 calendar days after NTP.

XI. HAZARDOUS MATERIALS

A. Except as noted in Exhibit 5 Special Provision Section 202: Removal and Disposal of Structures Containing Lead-Based Paint and Asbestos, CONTRACTOR is not responsible for handling, storage, remediation, or disposal of any materials, wastes, substances and chemicals deemed to be hazardous under applicable state or federal law, (hereinafter "Hazardous Conditions") encountered at the Site which were not previously identified or introduced to the site by CONTRACTOR or any of its agents. Upon encountering any Hazardous Conditions, CONTRACTOR shall stop Work immediately in the affected area and duly notify SCDOT and, if required by state or federal law, all government or quasi-government entities with jurisdiction over the Project or site.

B. Upon receiving notice of the presence of Hazardous Conditions, SCDOT will take necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures will include SCDOT either (i) retaining qualified independent firm or (ii) negotiating a construction change directive with CONTRACTOR.

C. CONTRACTOR shall resume Work at the affected area of the Project only after written notice from SCDOT that the (i) Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project.

D. CONTRACTOR's Contract Price and/or Contract Time shall be adjusted to the extent CONTRACTOR's cost and/or time of performance has been adversely impacted by the presence of Hazardous Conditions.

E. SCDOT is not responsible for Hazardous Conditions actually brought to the Project by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable. SCDOT is not responsible for negligent or willful acts by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable relating to Hazardous Conditions found at the site. CONTRACTOR shall indemnify, defend and hold harmless SCDOT and SCDOT's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses arising out of or resulting solely from those Hazardous Conditions actually brought to the Project or negligent or willful acts relating to Hazardous Conditions, or both by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable.

XII. DEMOLITION, REMOVAL & DISPOSAL OF STRUCTURES

CONTRACTOR shall be responsible for the demolition, removal and disposal of all structures and their appurtenances within SCDOT Right of Way necessary for the completion of the Project, to include those portions which may extend outside the right of way, but were purchased as a part of the acquisition process. Structures shall include the bridges identified in the scope of work and all buildings acquired for the Project. All necessary permitting shall comply with Articles II.B.4 and IX of the Contract. Handling and disposal of Hazardous Conditions shall be in accordance with Article XI of the Contract. Before demolition of the

structures, the CONTRACTOR shall complete and submit a Notification of Demolition and Renovation form to the South Carolina Department of Health and Environmental Control.

XIII. DIFFERING SITE CONDITIONS

A. "Differing Site Conditions" are defined as concealed or latent physical conditions at the Site that (i) materially differ from the conditions reasonably assumed to exist based on the information contained in the RFP, this Agreement and its Exhibits; or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the work. For this project, subsurface/geotechnical conditions WILL NOT be considered as a Differing Site Condition.

B. Upon encountering a Differing Site Condition, CONTRACTOR shall provide prompt written notice to SCDOT of such condition, which notice shall not be later than twenty (20) days after such condition has been encountered. CONTRACTOR shall provide such notice before the Differing Site Condition has been substantially disturbed or altered and before any work is performed.

C. Upon written notification, SCDOT will investigate the conditions and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for performance of the work, the Contract will be adjusted. No contract adjustment that results in a benefit to CONTRACTOR will be allowed unless CONTRACTOR has provided the required written notice.

XIV. FORCE MAJEURE

Delays or failures of performance shall not constitute breach of the Agreement if and to the extent such delays or failures of performance are caused by severe and not reasonably foreseeable occurrences beyond the control of SCDOT or CONTRACTOR, including, but not limited to: Acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority other than SCDOT or a party in privity with it; a change in law directly and substantially affecting performance of the Project; Acts of War; rebellion or sabotage or damages resulting there from; fires, floods, explosions, or extraordinary accidents; riots or strikes or other concerted acts of workman, whether direct or indirect, or any similar causes, which are not within the control of SCDOT or CONTRACTOR respectively, and which by the exercise of reasonable diligence, SCDOT or CONTRACTOR are unable to prevent. Any expense attributable to such occurrence shall not entitle CONTRACTOR to an adjustment in the Contract Price. Any critical path delay attributable to such an occurrence shall be added to the Contract Time.

XV. WARRANTY

A. CONTRACTOR warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. CONTRACTOR warrants that

all materials and equipment furnished shall be of good quality and new unless otherwise authorized by SCDOT and that the construction shall conform to the Contract requirements. CONTRACTOR agrees to promptly correct, at its own expense, defects or deficiencies in materials and workmanship that appear prior to and during a period of three (3) years after Final Completion of the Project. This shall include all plant-produced materials (i.e. asphalt, concrete, etc.). CONTRACTOR shall not be responsible for damages caused by SCDOT's failure to provide timely notification of potentially damaged or defective work of which SCDOT had actual knowledge. CONTRACTOR shall properly perform, at the written request of SCDOT made at any time within the warranty period after Final Completion of the Project as defined in Article IV.A.5, all steps necessary to satisfy the foregoing warranty and correct any element of the Project or the services that is defective or does not reflect such standards of care and diligence. The cost of such corrective services shall be CONTRACTOR's responsibility.

B. CONTRACTOR further warrants the performance of all bridge components on all structures for three (3) years from Final Completion of the Project. If a component fails to perform properly for any reason, including but not limited to normal wear and tear, the CONTRACTOR shall replace the failed component at no cost to SCDOT.

C. The warranty periods begin at Final Completion of the Project. CONTRACTOR shall immediately abate any warranty deficiency that poses an unsafe condition to the public; otherwise deficiencies shall be corrected no later than 30 days from the determination of corrective action. In the event CONTRACTOR, after notice, fails to immediately abate the deficiency or fails to make correction within the prescribed thirty (30) days, SCDOT may have the deficiency corrected. All costs associated with such correction by SCDOT shall be the responsibility of the CONTRACTOR and his Surety. With respect to any component that is repaired or replaced pursuant to this warranty, the warranty period of that component shall be the longer of one year from repair or replacement of the component or the remainder of the original warranty period.

D. CONTRACTOR shall take all steps necessary to transfer to SCDOT any manufacturer's or other third-party's warranties of any materials or other services used in the construction of the Project.

XVI. INDEMNITY

A. CONTRACTOR shall indemnify, defend and hold SCDOT harmless from any and all claims, liabilities and causes of action for any fines or penalties imposed on SCDOT by any state or federal agency because of violation by CONTRACTOR or any of its subcontractors of any state or federal law or regulation.

B. CONTRACTOR shall indemnify, defend and hold SCDOT harmless from any and all claims, liabilities and causes of action arising out of or resulting from, in whole or in part, the negligence or recklessness of CONTRACTOR or its agents, consultants and/or subcontractors.

XVII. TERMINATION AND CANCELLATION

A. Termination for Default

1. CONTRACTOR shall be in default of the Contract if it:

- a) Fails to supply a sufficient number of properly skilled workmen, tools, materials and equipment to assure the prompt completion of the work;
- b) Fails to perform work in accordance with contract requirements and/or refuses to remove or replace rejected materials or unacceptable work;
- c) Discontinues the prosecution of the work;
- d) Fails to resume work that has been discontinued within a reasonable time after notice to do so;
- e) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- f) Allows any final judgment to remain unsatisfied for a period of 15 days;
- g) Makes an assignment for the benefit of creditors;
- h) Fails to maintain the Project schedule;
- i) Commits a substantial breach of the Contract; or
- j) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

2. If CONTRACTOR does not commence work to cure the default within 15 days after receipt of written notice from SCDOT and thereafter diligently prosecute work to completion within a reasonable time as determined by SCDOT, then SCDOT will have full power and authority to terminate CONTRACTOR for default and shall provide written notification of the termination to CONTRACTOR and Surety.

3. Upon termination for default, Surety will have the right to complete the contract and shall be given thirty (30) days, or longer in SCDOT's discretion, in which to resume the work. This procedure shall not in any way serve to extend the contract time. All charges incident to negotiation with the Surety and arranging for work to be resumed, including attorney's fees, shall be charged against CONTRACTOR or Surety as part of the cost of the work.

4. If Surety refuses to complete the work or fails to take over the work promptly as provided by this Agreement, then SCDOT may appropriate or use any or all materials and equipment on the job site as may be suitable and acceptable and may enter

into an agreement for the completion of the Contract. All costs and charges incurred by SCDOT together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due CONTRACTOR. If such expense exceeds the sum which would have been payable under the Contract, CONTRACTOR and Surety shall be liable and shall pay to SCDOT the amount of such excess.

5. Upon termination for default, all Project Documents, as defined in Article II.E, shall be surrendered forthwith by CONTRACTOR to SCDOT. SCDOT will be authorized to use the Project documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Project documents for these purposes.

6. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

B. Termination for Convenience

1. SCDOT reserves the right to cancel the Work upon ten (10) days written notice to CONTRACTOR. Should the Work be so canceled by SCDOT for convenience, CONTRACTOR shall be paid for the value of the Work, based upon the Schedule of Values, performed to the date of cancellation and demobilization together with any cancellation charges by vendors and subcontractors. CONTRACTOR shall also be entitled to the cost of securing the work, provided such cost is approved by SCDOT. In no event, however, shall the total payment to CONTRACTOR pursuant to such a cancellation exceed the Contract Price.

2. Termination of all or a portion of the Contract shall not relieve CONTRACTOR of any responsibility it would otherwise have for the work completed, or for any claims arising from that work.

3. Upon such termination, all Project Documents, as defined in Article II.E, shall be surrendered forthwith by CONTRACTOR to SCDOT. SCDOT will be authorized to use the Project documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Project documents for these purposes.

XVIII. DISADVANTAGED BUSINESS ENTERPRISES

A. DBE Goal - The DBE goal on this Project is seven percent (7.0 %) of the Contract Price. CONTRACTOR shall comply with the requirements of the SCDOT DBE – Design Build Special Provision, attached hereto in **EXHIBIT 5**, and the SCDOT DBE Supplemental Specification. CONTRACTOR is required to submit a DBE Utilization Plan within thirty (30)

calendar days of execution of the Agreement in accordance with the requirements of the DBE Special Provision, which shall include, but not be limited to, the designation of a DBE liaison officer who will be assigned the responsibility of administering and promoting an active and inclusive DBE Program as required by 49 CFR Part 26, DBE Special Provision and DBE Supplemental Specification. CONTRACTOR's DBE liaison shall provide SCDOT with updated DBE Committal Sheets, signed quotes, and executed subcontracts in accordance with the approved DBE Utilization Plan. The Final Committal Sheet, signed quotes and executed subcontracts shall be submitted to the SCDOT within 90 calendar days from the Notice to Proceed.

B. Copies of DBE Contracts - CONTRACTOR shall provide SCDOT with copies of executed DBE contracts, including the name of the DBE firm, the name of the subcontractor, if any, for whom the DBE will work, the amount of the contract, the type of work to be performed, and an estimated schedule of DBE performance.

C. Monthly Subcontractor Expenditure Records - CONTRACTOR shall provide SCDOT a monthly report showing amounts paid to subcontractors on the Project. The report shall provide a running total of amounts paid to subcontractors on the Project, including the name of each subcontractor paid, the amount paid to each in that month, and the cumulative amount paid to each as of the date of the report. The report shall also indicate whether the subcontractor is a DBE or non-DBE firm.

D. SCDOT'S Right to Audit - SCDOT will have the right to audit all documentation regarding DBE participation in the Project.

E. Nondiscrimination - CONTRACTOR, or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of SCDOT assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SCDOT deems appropriate.

XIX. ON-THE-JOB TRAINING REQUIREMENTS

There is an On-The-Job Training Requirement for this Project. The CONTRACTOR shall comply with the requirements of the Specific Equal Employment Opportunity Responsibilities Training Special Provisions within the Federal Aid Supplemental Specifications found in Exhibit 5. The number of persons to be trained under the On-the-Job Training Program during this Project is eight (8) for Road. The CONTRACTOR shall submit its plan for On-the-Job Training to SCDOT for written approval prior to commencing construction activities.

XX. RECORD RETENTION

A. CONTRACTOR shall maintain the following documents for a period of three (3) years or a period equal to the warranty period, whichever is longer, after Final Completion of the Project:

1. All CONTRACTOR samples and test reports;
2. Daily Diaries and any other documents required to be retained in accordance with the Quality Control Plan.

B. During the retention period, SCDOT will be granted access to those documents upon reasonable notice. At any time during the retention period, SCDOT will have the option of taking custody of the documents. CONTRACTOR shall obtain a written release from SCDOT prior to destroying the records after the retention period.

XXI. AS-BUILTS

A. In addition to those documents set forth elsewhere in this Agreement, CONTRACTOR shall provide to SCDOT prior to Final Completion, complete sets of as-built drawings (See Article XXI.D for details). As-built plans consist of the final version of the design plan CADD drawings that incorporate all changes, including any adjustments, relocations, additions and deletions that occurred during construction. CONTRACTOR shall certify that the as-built plans are a true and correct representation of the work as constructed. If any design changes occur during construction, the plan sheets (or any other "job site record document" with a seal) revised after award of contract shall include a complete accounting and detail of the revisions and design changes. The P.E. responsible for the revisions shall seal each altered plan sheet (or any other "job site record document" with a seal). This documented information is to be part of the As-Built Plan requirements. The CONTRACTOR shall develop as-built plans in accordance with the SCDOT Manual of Instructions for the Preparation of As-Built Plans, latest edition.

B. Information regarding major revisions to the plans shall be noted in a revision box on the plans. The information listed in the revision box shall include: the initiator of the revision, a brief explanation of the nature of the revision, and acceptance and approval from CONTRACTOR, along with associated dates.

C. In addition to the revisions that incorporated changes during construction, the as-built plans shall include the following information gathered during construction:

1. The location and elevation of foundations remaining below grade.
2. The final profile of each bridge constructed. The profile shall include the elevation along the centerline (or as specified by SCDOT) and a line three feet inboard of each gutter line. Points on the profile shall be taken at no greater than 25-foot intervals and shall include the beginning and end of each span.

3. If any structure has pile foundations, information concerning the pile driving operation shall be listed to include pile and driving equipment data, final pile bearing, elevation of pile tip when plan bearing was obtained, final pile tip elevation, penetration into the ground, and PDA or WEAP analysis data. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.

4. If any structure has drilled shaft foundations, information concerning the installation of the shaft shall be listed to include the drilled shaft report. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.

5. The final horizontal location of all existing and relocated utility lines and structures that are within the right-of-way. Include approved Utility Agreements, No Cost/No Conflict Letters, and Encroachment Permits.

6. The final location and elevations of all pipes, culverts, and drainage structures.

7. To include all right-of-way revisions, permissions, and an updated right-of-way data sheet to show the date and manner of acquisition of each tract

D. As-built plans shall be submitted as two (2) full size (36 inch x 22 inch) copies and one (1) copy on compact disc in a format acceptable to SCDOT. The levels and symbology of the as-built CADD drawings shall conform to SCDOT standard levels and symbology used to develop the design drawings for the Project.

XXII. ESCROW PROPOSAL DOCUMENTS

The Contractor shall submit bid documentation used to prepare the technical and cost proposals for this contract to the Department in accordance with the Supplemental Specification entitled Escrow Bid Documentation dated October 1, 2014.

XXIII. DISPUTE RESOLUTION

A. Each party hereby waives a trial by jury regarding any dispute between them arising out of this Contract and any such trial will be a non-jury trial before the South Carolina Circuit Court in Richland County.

B. In the event of a dispute between the parties, it shall be a condition precedent to litigation that the parties submit the dispute to the Standing Dispute Review Board pursuant to the Claims Procedure set forth in the Project Supplemental Specifications.

C. CONTRACTOR consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any

award made, may be served on CONTRACTOR by certified mail (return receipt requested) addressed to CONTRACTOR at the address provided in Article XXVI. Notice by certified mail is deemed duly given upon deposit in the United States mail.

XXIV. SCDOT'S AGENT

SCDOT will appoint an individual who will be authorized to act on behalf of SCDOT, with whom CONTRACTOR may consult at all reasonable times, and whose instructions and decisions will be binding upon SCDOT as to all matters pertaining to this Agreement and the performance of the parties hereunder.

XXV. ASSIGNABILITY

The Contract shall not be assignable by CONTRACTOR without the prior written consent of SCDOT. SCDOT may assign the Contract without the consent of CONTRACTOR.

XXVI. GENERAL PROVISIONS

A. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of South Carolina.

B. Headings and titles of the various parts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

C. In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this Agreement.

D. All notices pertaining to this Agreement shall be in writing and, if to SCDOT, will be sufficient when sent registered or certified mail to SCDOT addressed as follows:

Deputy Secretary for Engineering
South Carolina Department of Transportation
Post Office Box 191
Columbia, South Carolina 29202-0191

All notices to CONTRACTOR shall be sufficient when sent registered or certified mail to CONTRACTOR addressed as follows:

(Insert CONTRACTOR'S address here)
Mr. Jean Abiassi, P.E.
President and Chief Operating Officer
Zachry Construction Corporation
P. O. Box 33240
San Antonio, TX 78265

E. The Contract Documents set forth the full and complete understanding of the parties as of the Effective Date defined herein, and supersedes any and all agreements and representations made or dated prior thereto.

F. The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies within respect to the work shall be exclusively those expressly set forth in this Agreement.

G. In no event shall any failure by either party hereto to fully enforce any provision to this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

H. Nothing in this Agreement is intended to create any contract rights for any party other than SCDOT and CONTRACTOR, nor are any third-party beneficiary rights intended to be created hereby.

I-20 Widening MM 49 to 60
Lexington County

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date defined herein. The Effective Date is defined as the date signed by the Director of Construction on behalf of South Carolina Department of Transportation.

Witnesses:

Timothy A. Ray
Maria A. DeLuca

Date: MAR 01 2016

Witnesses:

Jaclyn Golson
Jaclyn Golson

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

By: Todd Steagall
Todd Steagall, P.E.
Director of Construction

Recommended:

Jeff Elliott
Jeff Elliott, P.E.
Contract Administration Engineer

CONTRACTOR

ZACHRY CONSTRUCTION
CORPORATION

By: Jean Abiassi
Its: Mr. Jean Abiassi, P.E., President
and Chief Operating Officer

CERTIFICATION OF CONTRACTOR

I hereby certify that I am the duly authorized representative of CONTRACTOR and that neither I nor the above CONTRACTOR I here represent has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this contract;
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any);
- d) either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal.

By execution of this Agreement, CONTRACTOR certifies CONTRACTOR and all CONTRACTOR's consultants, sub-consultants, contractors, employees and agents will comply with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee - §8-13-790, 8-13-705, 8-13-720; (b) Recovery of kickbacks - §8-13-790, (c) Offering, soliciting or recovering money for advice or assistance of public official - §8-13-720, (d) Use or disclosure of confidential information - §8-13-725, (e) Persons hired to assist in the preparation of specifications or evaluation of bids - §8-13-1150, (f) Solicitation of state employees - §8-13-755, 8-13-760 and §8-13-725, (g) False Claims Act - §16-13-240. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

I acknowledge that giving false, misleading, or incomplete information on this certification may subject me to prosecution under Section 16-9-10 of the South Carolina Code of Laws.

CONTRACTOR
ZACHRY CONSTRUCTION
CORPORATION

By: 

Date: 02/18/16

Its: Mr. Jean Abiassi, P.E., President
and Chief Operating Officer

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Director of Construction for the South Carolina Department of Transportation (SCDOT) of the State of South Carolina and that the above CONTRACTOR or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: 

TITLE: DIRECTOR OF CONSTRUCTION

Date: 3/1/16

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned, who is an authorized representative of the CONTRACTOR certifies on behalf of the CONTRACTOR that the PROPOSER will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment of this agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6)

By execution of this Agreement CONTRACTOR certifies CONTRACTOR and all CONTRACTOR's consultants, sub-consultants, contractors, employees and agents will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

CONTRACTOR: _____

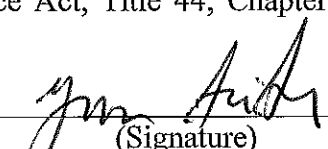

(Signature)
Mr. Jean Abiassi, P.E., President
and Chief Operating Officer

EXHIBIT 1

COST PROPOSAL BID FORM

IX. COST PROPOSAL BID FORM

I-20 Widening from MM 49 to MM 60 Lexington County

CONTRACTOR: Zachry Construction Corporation

ADDRESS: P. O. Box 33240, San Antonio, TX 78265

Provide full Project scope as described in Attachment A.

TOTAL COST TO COMPLETE (A)= \$ 99,977,718.00

dc (Daily Cost of Project) = \$10,000


CONSTRUCTION TIME (b) IS DEFINED AS CALENDAR DAYS FROM NOTICE TO
PROCEED TO SUBSTANTIAL WORK COMPLETION OF THE PROJECT.

Construction Time (Calendar Days)(b)= 870

Project Construction Time Cost (B)= \$ 8,700,000.00

TOTAL BID (A+B)= \$ 108,677,718.00

No conditional Bids will be accepted. SCDOT reserves the right to delete any or all conditions placed on the Total Cost to Complete, and/or reserves the right to reject any Bid that is conditional or contains additions not called for in the plans and specifications.


Signature
Mr. Jean Abiassi, P.E., President and Chief
Operating Officer
Printed Name

11-23-15
Date

EXHIBIT 2

SCHEDULE OF VALUES

2/23/2016



Schedule of Values

I-20 Widening from MM 49-60

Lexington County

P027003

<u>Item #</u>	<u>Description</u>	<u>LS Price</u>
1	Mobilization	\$ 4,998,885.00
2	Mobilization - Subcontractors	\$ 3,298,035.00
3	Design	\$ 11,027,680.00
4	Surveying	\$ 300,000.00
5	Traffic Control	\$ 5,822,845.00
6	Bonds & Insurance	\$ 1,999,554.00
7	Erosion Control/Seeding	\$ 2,075,000.00
8	Clear & Grub	\$ 200,000.00
9	Pavement Removal	\$ 2,198,410.00
10	Earthwork	\$ 7,051,920.00
11	Drainage	\$ 3,057,000.00
12	Subbase & Base	\$ 6,669,024.00
13	HMA Pavements	\$ 8,508,000.00
14	PCC Pavements	\$ 28,965,000.00
15	Concrete Barrier Wall	\$ 3,750,000.00
16	Bridge Replacement A	\$ 3,771,215.00
17	Noise Barrier Wall	\$ 2,935,000.00
18	Signals	\$ 250,000.00
19	Permanent Pavement Markings	\$ 600,150.00
20	Signs	\$ 1,275,000.00
21	Fence & Guardrail	\$ 1,225,000.00
		\$ 99,977,718.00

EXHIBIT 3

SCOPE OF WORK

EXHIBIT 3 – SCOPE OF WORK

The project is to perform all work necessary to widen I-20 from four to six travel lanes from Station 197+50 (Approximate Mile Marker (MM) 60.6), west of US 378, to Station 770+80 (MM 49.8), west of S-32-204 (Longs Pond Road), for a total distance of approximately 10.8 miles. The widening shall consist of one additional travel lane in each direction, which shall be constructed toward the median. The new lanes shall start at the end of the existing pavement at approximate station 223+67 and end with a taper prior to station 770+80.

In addition to the new travel lanes, the existing asphalt pavement from Station 206+00 (MM 60.5) to the concrete/asphalt joints at Station 223+67 (MM 60.2) shall be milled and replaced to accommodate striping. The existing concrete pavement at Station 223+67 (MM 60.2) to the concrete/asphalt joint near Station 535+16 (MM 54.3) shall be reconstructed. The existing asphalt pavement from Station 535+16 (MM 54.3) to Station 770+80 (MM 49.8) shall be rehabilitated. The pavement for the project consists both of concrete and asphalt. Generally from Station 197+50 to approximate Station 500+00, the transverse boundary of the project is a right-of-way corridor of approximately 150 feet from the centerline of the eastbound and westbound lanes. From approximate Station 500+00 to Station 770+80, the right-of-way corridor is approximately 120 feet from the centerline of the eastbound and westbound lanes.

The project includes the removal of both the eastbound and westbound I-20 bridges over the Norfolk Southern Railroad line and S-1065 near Station 384+00 (MM 57) and the construction of a new structure(s) for the six I-20 travel lanes over the Norfolk Southern Railroad line and S-1065.

In addition, the project includes construction of a sound barrier wall along S-32-1834 (Ginny Lane) to abate noise at the Meadow Glen Elementary School, the Meadow Glen Middle School, and the Wellesley Subdivision.

At approximate Station 375+00, the existing pipe culvert extension located on the right offset shall be removed and replaced with a new box culvert extension that accommodates the new mainline widening.

Interchange on and off ramp pavements at US 1 and SC 6 shall be reconstructed while the on and off ramps at S-32-204 shall be rehabilitated. In addition, there will be interchange geometric improvements at three interchanges within the project limits. The interchange improvements will include the following.

- Reconstruct the I-20 off ramps at US 1 to provide left and right turn lanes at the signal;
- Widen the I-20 eastbound on ramp at SC 6 to form dual travel lanes;
- Widen the I-20 westbound off ramp at S-32-204 to form a right turn lane and left turn lane;
- Widen the I-20 eastbound on ramp at S-32-204 to form dual travel lanes;
- Complete the traffic signal work related to the ramp reconstructions as specified;
- Construct acceleration and deceleration lanes;
- Construct retaining wall along I-20 westbound off ramp A deceleration lane.

For a full understanding of the scope of the project and the criteria of the construction items needed for this project, please review Exhibit 4, Exhibit 5, and Attachment B.

South Carolina Department of Transportation Form No. 672A	Rev. 08-15-2012 PERFORMANCE AND INDEMNITY BOND	Date Bond Executed: February 18, 2016
Principal: ZACHRY CONSTRUCTION CORPORATION, SAN ANTONIO, TX		Bond Number: Zurich - 9186967 PAC - 8238-74-60
Surety: Zurich American Insurance Company Pacific Indemnity Company		
Penal Sum of Bond: \$99,977,718.00		Date of Contract:
Project S. C. File No(s): 3288840, Proj. No. P027003		Contract Number: 16455

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named are held and firmly bound unto the South Carolina Department of Transportation, hereinafter called the Department, in the penal sum of the amount stated above which shall be equal to the full amount (100%) of the contract, 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 CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Department, numbered and dated as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Department, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

FOR CORPORATE PRINCIPAL

Attest <i>Jaclyn Holson</i> Corporate Secretary	ZACHRY CONSTRUCTION CORPORATION Corporation Name SAN ANTONIO, TX Business Address
In Presence of: Witness (2 required) 1. <i>Nancy Lopez</i> 2. <i>Susan P. LaBrie</i>	By: <i>Jean Abiassi</i> Title: Mr. Jean Abiassi, P.E., President and Chief Operating Officer
	Affix Corporate Seal

In Presence of: Witness (2 required) 1. <i>Donald E. Miller, Jr.</i> 2. <i>Catharine Miller</i>	SURETY/INSURER Zurich American Insurance Company Pacific Indemnity Company Surety/ Insurers Name 1400 American Lane, Schaumburg, IL 60196 15 Mountain View Road, Warren, NJ 07061 Business Address
	By: <i>Donald E. Miller, Jr.</i> Title: Attorney-In-Fact
	Affix Corporate Seal

South Carolina Department of Transportation Form No. 673	Rev. 08-15-2012 PAYMENT BOND	Date Bond Executed: February 18, 2016
Principal: ZACHRY CONSTRUCTION CORPORATION, SAN ANTONIO, TX		Bond Number: Zurich - 9186967 Pacific - 8238-74-60
Surety: Zurich American Insurance Company Pacific Indemnity Company		
Penal Sum of Bond: \$99,977,718.00		Date of Contract:
Project S. C. File No(s): 3288840, Proj. No. P027003		Contract Number: 16455

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named are held and firmly bound unto the South Carolina Department of Transportation, hereinafter called the Department, in the penal sum of the amount stated above which shall be equal to the full amount (100%) of the contract, 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 CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Department, numbered and dated as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material, such being construed to include, but not limit to, that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the contract, in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice by which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

FOR CORPORATE PRINCIPAL

Attest <u>Jaclyn Holson</u> Corporate Secretary	ZACHRY CONSTRUCTION CORPORATION	
In Presence of:	Corporation Name SAN ANTONIO, TX	<div style="border: 1px solid black; padding: 5px; text-align: center;"> Affix Corporate Seal </div>
Witness (2 required)	Business Address	
1. <u>Nancy Lopez</u>	By: <u>Jean Abiassi</u>	
2. <u>Susan Phabrie</u>	Title: <u>Mr. Jean Abiassi, P.E.,</u> President and Chief Operating Officer	

In Presence of:	SURETY/INSURER	
Witness (2 required)	Zurich American Insurance Company Pacific Indemnity Company	
1. <u>Donald E. Miller, Jr.</u>	Surety/Insurers Name 1400 American Lane, Schaumburg, IL 60196	<div style="border: 1px solid black; padding: 5px; text-align: center;"> Affix Corporate Seal </div>
2. <u>Catherine M. Miller</u>	15 Mountain View Road, Warren, NJ 07061	
	Business Address	
	By: <u>Donald E. Miller, Jr.</u>	
	Title: <u>Attorney-In-Fact</u>	

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael N. VENSON, Robert B. WRAY, Deborah L. JUNG, S. West WARREN, Catherine M. MARTINEZ, Thomas E. WHITNEY and Donald E. MILLER, JR.**, all of San Antonio, Texas, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

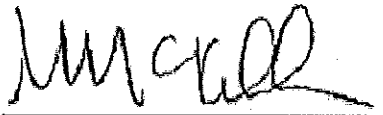
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

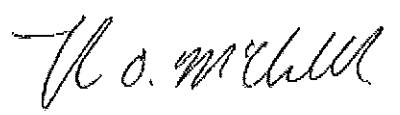
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of January, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



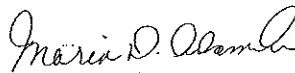
By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 8th day of January, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 18th day of February, 2016



Gerald F. Haley

Gerald F. Haley, Vice President



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**


**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Now All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Deborah L. Jung, Catherine M. Martinez, Donald E. Miller, Jr., Michael N. Venson, S. West Warren and Thomas E. Whitney** of San Antonio, Texas -----

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th** day of **January, 2015**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

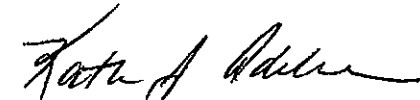
County of Somerset

On this **8th** day of **January, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **18th** day of **February, 2016**




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 603-3656 e-mail: surety@chubb.com

**Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety Company**

Home Office: 1400 American Lane, Schaumburg, Illinois 60196

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Zurich American Insurance Company, Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Zurich American Insurance Company, Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente 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 propósito de información y no se convierte en parte o condición del documento adjunto.

MAINTENANCE BOND

Bond No.: Zurich - 9186968
PAC - 8238-74-61

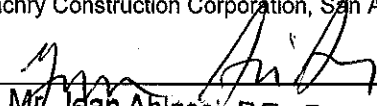
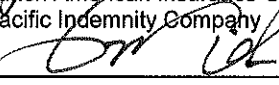
KNOWN ALL BY THESE PRESENTS: That we Zachry Construction Corporation, San Antonio, TX, as Principal, and Zurich American Insurance Company; Pacific Indemnity Company, a corporation organized and existing under the Laws of the State of NY; WI, as Surety, are held and firmly bound unto South Carolina Department of Transportation, as Obligee, in the total sum of Three Million and 00/100---- U.S. Dollars (\$3,000,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated MAR 01 2016 for I-20 Widening MM 49 to 60, Lexington County, South Carolina, Project ID P027003 ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of Three year(s) commencing on Final Completion Date Of Project (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 18th day of February, 2016.

(Principal)
Zachry Construction Corporation, San Antonio, TX
By: 
Mr. Jean Ablassi, P.E., President
and Chief Operating Officer
Zurich American Insurance Company
Pacific Indemnity Company
By: 
Donald E. Miller, Jr., Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael N. VENSON, Robert B. WRAY, Deborah L. JUNG, S. West WARREN, Catherine M. MARTINEZ, Thomas E. WHITNEY and Donald E. MILLER, JR.,** all of San Antonio, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of January, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: _____

Secretary
Michael McKibben

Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 8th day of January, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of February, 20 16.



Gerald F. Haley

Gerald F. Haley, Vice President



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

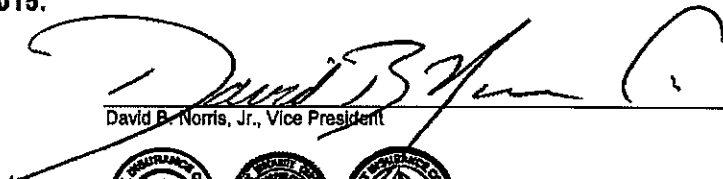
Now All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Deborah L. Jung, Catherine M. Martinez, Donald E. Miller, Jr., Michael N. Venson, S. West Warren and Thomas E. Whitney of San Antonio, Texas** -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th** day of **January, 2015**.



Dawn M. Chloros, Assistant Secretary



David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

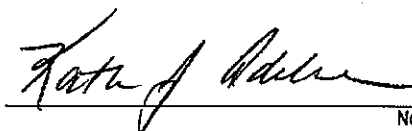
County of Somerset

On this **8th** day of **January, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019



Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **February 18, 2016**





Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety Company**

Home Office: 1400 American Lane, Schaumburg, Illinois 60196

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Zurich American Insurance Company, Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Zurich American Insurance Company, Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, 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.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente 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 propósito de información y no se convierte en parte o condición del documento adjunto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2016

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 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 **Wortham Insurance & Risk Management**
131 Interpark Blvd.
San Antonio, TX 78216

www.worthaminsurance.com

INSURED
Zachry Construction Corporation
P.O. Box 33240
San Antonio TX 78265-3240

CONTACT NAME: Karen Bohannon
PHONE (A/C, No, Ext): 210-249-2370 FAX (A/C, No): 210-223-2806
E-MAIL ADDRESS: karen.bohannon@worthaminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: North American Elite Insurance Company	29700
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 28680447

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLO5967261-07	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP5967264-07	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	UMB200040500	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/>	WC5967263-07 All States Except: ND, OH, WA, WY	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SCDOT File #3288840 - I-20 Widening from Mile Marker 49 to 60 in Lexington County
See Addendum Attached

CERTIFICATE HOLDER

South Carolina Dept. of Transportation
P. O. Box 191
Columbia SC 29202

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

John L. Wortham & Son, L.P.

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Wortham Insurance & Risk Management		NAMED INSURED Zachry Construction Corporation P.O. Box 33240 San Antonio TX 78265-3240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

HOLDER: South Carolina Dept. of Transportation

ADDRESS: P. O. Box 191 Columbia SC 29202

It is agreed that SCDOT and/or Owners ATIMA is/are named as Additional Insured(s) under General Liability, including Completed Operations as evidenced under Endorsements UGL1465DCW and UGL1466DCW and Auto Liability as required by the Contract as evidenced under Endorsement CA 2048. Policies are Primary and Non-contributory as respect to work performed on this project including Umbrella. A Waiver of Subrogation is applied in favor of SCDOT and Owner(s) ATIMA as respect to General Liability, Auto Liability, Umbrella, and Workers Compensation policies. Umbrella policy is "follow form" over General Liability, Auto Liability, and Workers Compensation policies. A 30-day Notice of Cancellation is provided on all policies per forms UGL1446ACW, UCA812ACW, WC990633 and UMBDR10193 attached.

As pertains Umbrella Liability:

Additional Insured:

As per form: CU00001 0812

II INSUREDS

B. Each of the following is also an "insured":

6. Any person or organization not a Named Insured under this policy but covered as an additional insured under the "scheduled underlying insurance," but coverage hereunder for such person or organization shall not be broader than that afforded by such "scheduled underlying insurance."

2nd Layer Excess

Excess - Ace Property & Casualty Insurance Company

5-1-2015 to 5-1-2016

Follow Form policy XCQ27833780

\$25,000,000 excess of \$10,000,000 primary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/24/2016

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 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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Zachry Corporation PO Box 33240 San Antonio TX 78265 USA	INSURER A: Steadfast Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570061238531

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Contractor Prof			EOC596393608 Pollution / Professional SIR applies per policy terms & conditions	11/01/2015	11/01/2016	Each Claim SIR Total for all claim:	\$25,000,000 \$750,000 \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: SCDOT File #3288840 - I-20 Widening from Mile Marker 49 to 60 in Lexington County.

CERTIFICATE HOLDER

CANCELLATION

South Carolina Dept. of Transportation PO Box 191 Columbia SC 29202 USA	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 <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570061238531

**ZURICH®****Notification to Others of Cancellation**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
South Carolina Dept. of Transportation P. O. Box 191 Columbia SC 29202	30

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**ZURICH®****Notification to Others of Cancellation**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
South Carolina Dept. of Transportation P. O. Box 191 Columbia SC 29202	30

All other terms and conditions of this policy remain unchanged.

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: INCL

North American Elite Insurance Company

Endorsement No.

WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Section **VI. CONDITIONS** is amended to include the following additional provision:

Waiver of Subrogation

In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "loss," we hereby agree to also waive our right of recovery. This waiver shall only apply with respect to a "loss" occurring due to operations undertaken as per the specific contract in which you waived the right of recovery.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: **UMB200040500**

Endorsement Effective Date:

Named Insured: **Zachry Construction Corporation**

POLICY NUMBER: BAP5967264-07

COMMERCIAL AUTO
CA 04 44 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE**Name(s) Of Person(s) Or Organization(s):**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
South Carolina Dept. of Transportation P. O. Box 191 Columbia SC 29202	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/24/2016
Insured Zachry Construction Corporation
Insurance Company

Policy No. WC 99 06 33-263-07

Endorsement No.
Premium \$

North American Elite Insurance Company

[Endorsement No.] (

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN NAMED INSURED
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

In the event that we cancel this policy for any reason including non-payment of premium, and:

1. The cancellation effective date is prior to this policy's expiration date;
2. The Named Insured is under an existing contractual obligation to notify a Certificate Holder listed in the Schedule below when this policy is canceled; and
3. The Named Insured has provided to us, either directly or through its broker of record, either:
 - a. the name of the entity listed in the Schedule of Certificate Holders, a contact name at such entity and the postal service mailing address of each such entity; or
 - b. the e-mail address of the contact person for entity listed in the Schedule of Certificate Holders listed in the Schedule of Certificate Holders,

then we will provide 30 days prior notice of such cancellation to the Certificate Holder listed in the Schedule of Certificate Holders.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

SCHEDULE OF CERTIFICATE HOLDERS

Name of Certificate Holder	Address of Certificate Holder and Contact Details
----------------------------	---

SCHEDULE OF CERTIFICATE HOLDERS

Name of Certificate Holder

Address of Certificate Holder and Contact Details

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: UMB200040500

Endorsement Effective Date: 5/1/2015

5/1/2016

Named Insured: Zachry Construction Corporation

**ZURICH®**

Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5967261-07	05/01/2015	05/01/2016	02/18/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
South Carolina Dept of Transportation PO Box 191 Columbia SC, 29202-0191	RE: SCDOT File #3288840 I-20 Widening from Mile Marker 49 to 60 in Lexington County.	N/A

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

**ZURICH®**

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5967261-07	05/01/2015	05/01/2016	02/18/2016			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
South Carolina Dept of Transportation PO Box 191 Columbia SC, 29202-0191	RE: SCDOT File #3288840 I-20 Widening from Mile Marker 49 to 60 in Lexington County.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2016

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 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 Wortham Insurance & Risk Management 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Karen Bohannon	
	PHONE (A/C, No, Ext): 210-249-2370 FAX (A/C, No): 210-223-2806	
INSURED Zachry Construction Corporation P.O. Box 33240 San Antonio TX 78265-3240	E-MAIL ADDRESS: karen.bohannon@worthaminsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: North American Elite Insurance Company	29700
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 28636026**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLO5967261-07	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP5967264-07	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			UMB200040500	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>		WC5967263-07 All States Except: ND, OH, WA, WY	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Norfolk Southern Railway Company, File #BR0129989; I-20 Widening in Lexington County, SC AAR/DOT No: 715823V & 7158822N; SCDOT Project ID P027003. Norfolk Southern Railway Company is included as additional insured as required by written contract on General Liability as per U-GL-1321-C and Auto as per CA2048 attached. Waiver of Subrogation included in favor of the Norfolk Southern Railway Company as required by written contract with respects to General Liability as per CG2404, Auto as per CA0444 and Workers Compensation as per WC420304A attached. Exclusion of work within 50ft of railroad has been deleted from the General Liability policy - 30 Day Notice of Cancellation applies per forms UGL1446ACW; UCA812ACW; WC990633

CERTIFICATE HOLDER

Norfolk Southern Railway Company
Attn: Risk Management
Three Commercial Place
Norfolk VA 23510

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

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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ZURICH

**Broad Form Additional Insured Coverage – Owners,
Lessees Or Contractors – Scheduled Person or
Organization**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Covered Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE PRIMARY ADDITIONAL INSURED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION WHERE YOU ARE REQUIRED TO PROVIDE PRIMARY ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

- A. Section II – **Who Is An Insured** is amended to include as an insured the persons or organizations shown in the Schedule of this endorsement.
- B. The insurance provided to the additional insured shown in the Schedule of this endorsement applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Section I – **Coverage B – Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused:
1. In whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf; or
 2. Unless prohibited by law, solely by acts or omissions of such additional insured, if coverage for sole acts or omissions of the additional insured is required by written contract or written agreement,
- and resulting from:
- a. Your ongoing operations; or
 - b. "Your work" completed as included in the "products-completed operations hazard",
- performed for the additional insured at the location designated and described in the Schedule of this endorsement.

U-GL-1321-C CW (07/11)

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C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to the additional insured shown in the Schedule of this endorsement:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to such additional insured in the written contract or written agreement; and
2. We will not provide Limits of Insurance to the additional insured that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured shown in the Schedule of this endorsement does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or 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.

E. The additional insured shown in the Schedule of this endorsement must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which such additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this insurance be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the **Other Insurance** Condition under Section IV — **Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV — **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1321-C CW (07/11)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, ONLY ONE GENERAL AGGREGATE LIMIT WILL APPLY TO ALL CONSTRUCTION PROJECTS WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER COMBINED, CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III — Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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: INCL

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(Ed. 6-14)

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5/1/2015

5/1/2016

North American Elite Insurance Company

Endorsement No.

WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

Section **VI. CONDITIONS** is amended to include the following additional provision:

Waiver of Subrogation

In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "loss," we hereby agree to also waive our right of recovery. This waiver shall only apply with respect to a "loss" occurring due to operations undertaken as per the specific contract in which you waived the right of recovery.

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: **UMB200040500**

Endorsement Effective Date:

Named Insured: **Zachry Construction Corporation**

CU00085 0812

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**ZURICH®****Notification to Others of Cancellation**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Norfolk Southern Railway Company Attn: Risk Management Three Commercial Place Norfolk VA 23510	30

All other terms and conditions of this policy remain unchanged.

**ZURICH®****Notification to Others of Cancellation**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part**Liquor Liability Coverage Part****Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Norfolk Southern Railway Company Attn: Risk Management Three Commercial Place Norfolk VA 23510	30

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Norfolk Southern Railway Company Attn: Risk Management Three Commercial Place Norfolk VA 23510	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date 2/19/2016
Insured Zachry Construction Corporation
Insurance Company

Policy No. WC5997263-07

Endorsement No.
Premium \$

WC 99 06 33

(Ed. 05-10)

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