

EXHIBIT 3 – REQUIRED FORMS AND ATTACHMENTS – SMALL CONSTRUCTION

TABLE 1 – GENERAL INFORMATION			
Organization Doing Business As:			
Business Address of Principle Office:			
Main Telephone Number:			
Fax Number:			
Web Site Address:			
Federal Tax Identification Number:			
MBE Status - Yes or No:			
Form of Business (check one):	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture
IF A CORPORATION			
Date of Incorporation:			
State of Incorporation:			
Chief Executive Manager's Name:			
President's Name:			
Vice President's Name(s):			
Secretary's Name:			
Treasurer's Name:			
IF A PARTNERSHIP			
Date of Organization:			
General or Limited Partnership?:			
IF AN INDIVIDUAL			
Name:			
Business Address:			
IF A JOINT VENTURE			
Name of Lead Joint Venture Manager:			
Name of Firm:			
Joint Venture Partner Manager(s):			
Name of Firm(s):			
Individuals Not Listed Above Having Significant Business Control:			
Indicators of Organization Size:			
Current Number Full Time Employees:		Estimate of Current Year's Revenue:	
Average Number of Projects per Year:		Average Project Construction Cost:	

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ATTACHMENT - CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST QUESTIONNAIRE -

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

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

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

5

Signature of vendor doing business with the governmental entity

Date

**THIS FORM MUST BE RETURNED TO SJRA
END OF SECTION**

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FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the San Jacinto River Authority must give advance notice to the SJRA if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The SJRA may require substitution of employees in the performance of the contract.

The SJRA may terminate a contract with a person or business entity if the SJRA determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at SJRA's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Authorized Company Official's Name (Printed) _____
Date

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Company Official _____
Date

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Company Official _____
Date

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Company Official _____
Date

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Company Official _____
Date

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Attachment A

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ party to that certain Contract entered into on the _____ day of _____, 2010, between **San Jacinto River Authority (Owner)** and _____ **(Contractor)** for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds San Jacinto River Authority, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify and hold San Jacinto River Authority safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

By: _____

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2010.

Notary public in and for _____ County

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**ATTACHMENT B
PROPOSAL OF SERVICES FROM CONTRACTOR**

N/A

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**ATTACHMENT C
VERIFICATION COMPANY DOES NOT BOYCOTT ISRAEL**

BEFORE ME, the undersigned authority, on this day personally appeared _____ [name], _____ [title] of _____ [Contractor], and, upon oath, after first being duly sworn, deposed and stated:

“My name is _____ and I am the _____ [title] of _____ [Contractor], hereinafter referred to in this verification as ‘Contractor’. The facts set forth herein are within my personal knowledge and are true and correct, and I am competent and authorized to make this verification on behalf of Contractor.

Contractor does not Boycott Israel; and

Contractor will not Boycott Israel during the term of this Agreement; and

‘Boycott Israel’ as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.”

Contractor: _____

By: _____
[Signature of Affiant]

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN TO before me on this ____ day of _____, 201_, by _____, _____ [title] of _____ [Contractor], known to me or proved through photo identification.

Notary Public in and for the State of Texas

My commission expires: _____

**THIS FORM MUST BE RETURNED TO SJRA
END OF SECTION**

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ATTACHMENT D SJRA'S INSURANCE REQUIREMENTS OF CONTRACTOR

For purposes of this Attachment D, "ISO" means Insurance Services Office.

1.0 Contractor Insurance Representations to SJRA.

1.1 It is expressly understood and agreed that the insurance coverages required herein:

1.1.1 Represent SJRA's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in the Contract, nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

1.1.2 Are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under the Contract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of the Contract.

1.2 Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Contract. If Contractor shall fail to remedy such breach, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to SJRA from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by SJRA. In the event of any failure by Contractor to comply with the insurance requirements of the Contract, SJRA may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that SJRA shall have no obligation to do so and if SJRA shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

2.0 Conditions Affecting All Insurance Required Herein.

2.1 Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

2.2 Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the performance of the Work and through the correction period of paragraph 5.13 of the Agreement, and for such longer periods of time as may be set forth herein.

2.3 Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies authorized to do business in the State of Texas and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide.

2.4 Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to SJRA in compliance with the requirements herein.

2.5 Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

2.6 Notice of Cancellation or Material Change in Coverage. Contractor and the insurer shall provide SJRA with thirty days prior written notice of cancellation or material change in coverage.

2.7 Waiver of Rights of Recovery and Subrogation. The Contractor hereby waives its rights of recovery from the SJRA with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of SJRA on all insurance coverage carried by the Contractor, whether required herein or not.

2.8 Deductible/Retention. Except as otherwise specified herein, no insurance required herein shall contain a deductible or self-insured retention in excess of \$10,000 without prior written approval of SJRA. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Contractor's sole risk. Contractor shall not be reimbursed for same. If the insurance contains a self-insured retention, the policy shall allow the self-insured retention to be paid or satisfied by a party other than the named insured.

2.9 Minimum Limits. The inclusion of required minimum insurance limits in the Contract Documents shall not be construed as limiting the SJRA's or other additional insured's rights under any policy with higher limits. The minimum

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insurance limits set forth in this Attachment D shall be deemed to be amended to any higher limits actually contained in Contractor's insurance policies.

3.0 Intentionally Omitted.

4.0 Insurance Required.

4.1 The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of the Agreement and thereafter as required.

4.2 Commercial General Liability Insurance

4.2.1 Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under the Contract Documents (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

4.2.2 Form. Commercial General Liability Occurrence form (at least as broad as an unmodified current ISO edition of CG 00 01) to include, but not be limited to, coverage for the Contractor's premises, operations (including completed operations), products, and contractual assumption of tort liability.

4.2.3 Amount of Insurance. Coverage shall be provided with limits of not less than:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Product-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

4.2.4 Required Endorsements.

- a. Additional Insured. Additional insured status shall be provided in favor of the SJRA on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 or their combined equivalent. It is the intent of the parties to this Agreement that this Additional Insured status shall include coverage for completed operations and for the SJRA's concurrent and sole negligence. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.
- b. Designated Construction Project(s) Aggregate Limit. The aggregate limit shall apply separately to this Agreement through use of an ISO CG 25 03 05 09 endorsement or its equivalent.
- c. Notice of Cancellation or Material Change in Coverage, as required in 2.6, above.
- d. Primary and Non-Contributing Liability. All insurance coverage required of the Contractor shall be primary to and shall seek no contribution from all insurance available to SJRA, with SJRA's insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.
- e. Waiver of Rights of Recovery and Subrogation, as required in 2.7, above.

4.2.5 Continuing Commercial General Liability Insurance. Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least three (3) years following Date of Final Completion of the Work to be performed under the Contract.

4.3 Auto Liability Insurance

4.3.1 Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

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- 4.3.2 Form. Business Auto form (at least as broad as an unmodified current ISO edition of CA 00 01).
- 4.3.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000.
- 4.3.4 Required Endorsements.
- a. Notice of Cancellation or Material Change in Coverage, as required in 2.6, above.
 - b. Waiver of Rights of Recovery and Subrogation, as required in 2.7, above.
 - c. Additional insured status in favor of the SJRA. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applied to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend.
 - d. Primary and Non-Contributing Liability. All insurance coverage required of the Contractor shall be primary to and shall seek no contribution from all insurance available to SJRA, with SJRA's insurance being excess, secondary and non-contributing. This Auto Liability Insurance coverage shall be endorsed to provide such primary and non-contributing liability coverage.
- 4.4 Workers' Compensation/Employer's Liability Insurance
- 4.4.1 Amounts of coverage shall be no less than Statutory Limits; \$1,000,000 each Accident and Disease.
- 4.5 Excess Liability Insurance
- 4.5.1 Coverage. Such insurance shall be excess over and be no less broad than all coverages described above (with the exception of Worker's Compensation) and shall include a drop-down provision.
- 4.5.2 Form. This policy shall have the same inception and expiration dates as the Commercial General Liability insurance required above.
- 4.5.3 Amount of Insurance. Coverage shall be provided with a limit of not less than \$2,000,000.
- 4.5.4 Continuing Excess Liability Insurance. Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least three (3) years following Date of Final Completion of the Work to be performed under the Contract.
- 4.5.5 Additional insured status shall be provided in favor of the SJRA. Notwithstanding the foregoing, if Subchapter C of Chapter 151 of the Texas Insurance Code applies to the Contract, this Additional Insured obligation shall not require or provide coverage the scope of which is prohibited under Subchapter C of Chapter 151 of the Texas Insurance Code for an agreement to indemnify, hold harmless or defend. This Excess Liability Insurance shall be primary to and shall seek no contribution from all insurance available to the SJRA, with SJRA's insurance being excess, secondary and non-contributing.
- 5.0 **Evidence of Insurance.**
- 5.1 Provision of Evidence. Evidence of the insurance coverage required to be maintained by Contractor, represented by certificates of insurance, evidence of insurance consistent with the requirements of Chapter 1811 of the Texas Insurance Code, and endorsements issued by the insurance company or its legal agent, must be furnished to SJRA not later than 15 days prior to commencement of Work. New certificates of insurance, evidence of insurance, and endorsements shall be provided to SJRA prior to the termination date of the current certificates of insurance, evidence of insurance, and endorsements.
- 5.2 Form. All liability insurance required herein shall be evidenced by ACORD form 25, "Certificate of Insurance", or if such form is not filed with and approved or deemed approved by the Texas Department of Insurance, then on a form filed with and approved by or deemed approved by the Texas Department of Insurance and acceptable to SJRA.

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- 5.3 Specifications. Such certificates of insurance, evidence of insurance, and endorsements shall specify the following, excluding, however, any such specifications as may be prohibited under Chapter 1811 of the Texas Insurance Code:
- 5.3.1 SJRA as a certificate holder with correct mailing address.
 - 5.3.2 Insured's name, which must match that on this Contract.
 - 5.3.3 Insurance companies affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of insurance company.
 - 5.3.4 Producer of the certificate with correct address and phone number listed.
 - 5.3.5 Additional insured status required herein.
 - 5.3.6 Amount of any deductibles and/or retentions.
 - 5.3.7 Cancellation and material change in coverage notification as required by the policy or any endorsement thereto in accordance with Section 3.6 of this Attachment D.
 - 5.3.8 Designated Construction Project Aggregate Limits required herein.
 - 5.3.9 Primary and non-contributing status required herein.
 - 5.3.10 Waivers of subrogation required herein.
- 5.4 Required Endorsements. A copy of the Commercial General Liability additional insured, waiver of subrogation and primary/noncontributing endorsement(s) or policy language shall also be provided.
- 5.5 Failure to Obtain. Failure of SJRA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJRA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 5.6 Copies. Upon request of SJRA, Contractor shall provide to SJRA a copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to SJRA at least ten (10) days prior to the expiration of the previous policy.
- 5.7 Commencement of Work. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Contract, shall not constitute a waiver by SJRA of any rights of SJRA. SJRA shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by SJRA.
- 6.0 Intentionally Omitted.
- 7.0 Insurance Requirements of Contractor's Subcontractors and for Contractor's Property and Equipment.**
- 7.1 Insurance similar to that required of Contractor shall be provided by all subcontractors and sub-subcontractors (or provided by Contractor on behalf of subcontractors or sub-subcontractors) to cover operations performed under any subcontract agreement. Limits of subcontractors' coverage shall be per Contractor's standard requirements. Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors and sub-subcontractors. Contractor shall maintain certificates of insurance from all subcontractors and sub-subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from a subcontractor or sub-subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to SJRA upon request. Subcontractor's Commercial General Liability insurance policies shall name the SJRA as an additional insured.
- 7.2 Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering Contractor's or its subcontractor's property shall be Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, Contractor shall not be reimbursed for same. Should Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of SJRA.

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8.0 Release and Waiver.

Contractor hereby releases, and shall cause its subcontractors and sub-subcontractors to release, SJRA from any and all claims or causes of action whatsoever which Contractor and/or its subcontractors or sub-subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor and/or its subcontractors and sub-subcontractors pursuant to this Contract. Contractor shall be responsible for any Builder's Risk deductible applicable to the Work. Contractor waives all damages and rights of recovery against the SJRA and SJRA's separate contractors for damages caused by fire or other causes of loss to the extent covered by any Builder's Risk property insurance applicable to the Contractor's work under the Contract, except such rights as Contractor may have to proceeds of such insurance as Contractor's interest may appear.