

**CITY OF PFLUGERVILLE
SHORT FORM CONTRACT**
(Construction and Non-Professional Services)

This contract, dated the **1st of November 2022**, is between the **City of Pflugerville** ("City") and **G2 Construction Services, Inc.** ("Contractor") (the "Contract").

I. TERMS

In consideration of **\$370,000.00 (Three hundred seventy thousand dollars and 00/100)**, the Contractor shall provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

II. DURATION

Contractor shall complete all required work within **90** calendar days after the effective date of this Contract.

III. PAYMENT

Payment shall be made under the terms and conditions of Attachment B, which is incorporated by reference, according to all its provisions. Payments under the Contract, including the time of payment and the payment of interest on overdue amounts, shall be subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Contractor presented by invoice to the City if necessary, to conform the amount to the terms of the Contract.

Should this agreement extend beyond the current budgeted fiscal year, the Contractor and City hereby agree that the City's obligation to make payment on this Contract shall terminate should City Council fail to provide such funding after September 30th of the required year.

IV. ASSIGNMENT

Contractor may not assign any interest under this Contract without the City's prior written consent. Such consent to be at the City's sole discretion.

V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

VI. AMENDMENT OR MODIFICATION

This Contract, including any attachments, constitutes the parties' entire agreement. This Contract may not be modified or replaced except by another signed written Contract.

VII. INDEMNITY

The Contractor must indemnify, hold harmless and defend the City, its officers, agents and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the Contractor's work and/or activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Contractor, including but not limited to its officers, agent, employees, subcontractors, licensees, invitees, and other persons.

Further, the City assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by the Contractor.

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, AND LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

VIII. INSURANCE AND BONDS

A. GENERAL REQUIREMENTS

The Contractor must maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. Contractor must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the City for their adequacy. The City may terminate this Contract if the Contractor fails to comply with all insurance requirements.

Insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to the City, under any third-party liability policy.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this Contract.
2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

	<u>Type</u>	<u>Amount</u>
1.	Workers' Compensation Employer's Liability OR Occupational Injury/Accidental Injury Protection	Statutory Limits \$1,000,000 each accident
2.	Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability . Personal Injury (Insuring above indemnity)	\$1,000,000 per occurrence \$2,000,000 general aggregate OR \$2,000,000 combined single coverage limit
3.	Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$1,000,000 combined single limit

D. STATUTORY BOND REQUIREMENTS

When applicable, the Contractor shall procure such bonds as shall be required under Texas Government Code Chapter 2253. All bonds are subject to examination and approval by the City for their adequacy. The City may terminate this contract if the Contractor fails to comply with any bond requirements.

IX. TERMINATION

Termination for Convenience

This Contract may be terminated by either party with thirty (30) days written notice. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

Termination for Default.

Subject to any other provisions for termination herein, either party to this Contract may terminate this contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice the party giving notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Acting on behalf of the City, the City Manager may terminate this Contract for the breach as provided in this paragraph. Termination of this Contract as allowed by law, including any damages or costs suffered by either party.

X. GOVERNING LAW/VENUE

Texas law governs this Contract and any lawsuit must be filed in a court that has jurisdiction in Travis County, Texas.

XI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

XII. INDEBTEDNESS TO CITY

Contractor agrees that no payments owed by him, of any nature whatsoever, to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

The City may offset payments due under this Contract against any debt, claim, demand or account owed to the City by Contractor.

XIII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act") and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the services to be provided under this Contract, tangible personal property purchased for use in the performance of this Contract and not completely consumed, or other taxable services used to perform this Contract, or other taxes required by law in connection with this Contract.

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Pflugerville, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits, bonds and licenses that are required in completing the work contracted for in this agreement.

XV. DISCLOSURES, CONFLICTS AND DISPUTE RESOLUTION

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire, Chapter 2252, Texas Government Code, and Form 1295, Certificate of Interested Parties, online filing with the Texas Ethics Commission.

This Contract will be governed by the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, regarding the obligations of the parties for any disputes arising hereunder.

XVI. MANDATORY CONDITIONS FOR GOVERNMENT CONTRACTS

When applicable, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Contractor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Contractor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Contractor hereby verifies that it does not have a

practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Contractor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

IN WITNESS HEREOF, the parties hereto have executed this contract:

CITY OF PFLUGERVILLE


CONTRACTOR

By: _____

By:  _____

Jimmy S. Gibson / Vice President
(printed name)

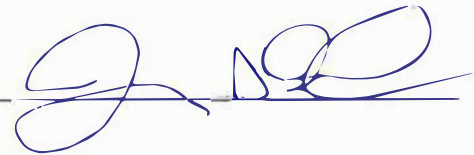
APPROVED AS TO FORM:


By: _____

Federal Tax I.D. #83-4050961

City Attorney

Corporate Secy's Attestation if applicable:

 _____

Corporate Seal if applicable:

**ATTACHMENT A
SCOPE OF WORK**



October 03, 2022

Attention: Aaron Howell
City of Pflugerville
Logistics Specialist

Subject: Demolition Proposal for Package Plant and Tanks and other Materials at the St. Croix location- Tips contract #211001

Dear Mr. Howell,

G2 CSi, Inc. is pleased to provide you with this proposal for the subject project in support of the City of Pflugerville mission. Pricing and scope of work is summarized below for these efforts.

SOW: Wastewater treatment plant (Package Plant and St. Croix Location detailed scope provided on proposal sheet)

G2 CSi is pleased for the opportunity to submit this proposal for the noted work and will be looking forward to the completion of said scope. Please contact me directly at any time if any clarifications or if further information is needed.

Regards,

A handwritten signature in blue ink, appearing to read "Shane Gibson", with a long horizontal line extending to the right.

Shane Gibson
Vice President
G2 CSi
512-563-1621
shane@g2csinc.com



---- Proposal----
TIPS 211001

10/03/2022

TEL: (512)688-5725

Fax: (512)688-5724

Submitted to Aaron Howell
Company: City of Pflugerville
Phone: 512-990-6432

Job Title: City of Pflugerville (Demolition of Package Plant and Tanks and other materials at St Croix Plant)
Job Locations: 18000 Wilke Ridge Ln. Pflugerville, TX 78660
1303 St. Croix Pflugerville, TX 78660

Scope of Work:

1. **Package Plant Demolition Scope:** Demolition of large metal tank, and components attached to tank. Demolition of storage shed, generator, and enclosure. Cap all pipe with welded plates at Package Plant.

Package Plant Fence and Sludge Pad & Drive Scope:

2. Demolition and removal of existing 870 LF of fence and gate. Installation of 725 LF of new 6' Galvanized Fence with a 6' tall double drive swing gate for 20' opening.
 3. 40' X 60' new sludge pad with walls 18" tall at entry, walls on three sides. 2600 sf of slab and 145 lf of walls. Slab on grade using #4 on 12" centers, 6" of concrete, #5 LBars for walls 12" on center, on a minimum of 10" of compacted fill. Walls will be 12" thick with #4's on 12" centers. 1,600 sf of driveway, using # 4's on 12" centers, 8" concrete over 8" of compacted fill. 1 pump truck figured. Bid is to include all material and labor necessary to complete the scope as per this proposal as discussed on earlier site visit.
 4. **St. Croix Demolition & Fence Scope:** Demolition of large tank roughly 23' across and 18' tall, a 17' across and 18' tall tank, 12' X 12' storage building, remove a third tank measuring 23' across and 6' tall. Demo existing 9' X 6' pad and cap the existing line at the surface. Demo roughly 30' of 8" steel pipe and the 6 small concrete pedestals that it sits on. Demo 382 LF of existing fence and gates, Install 382 LF of 6' galvanized fence. Install a 12' double gate and a single pedestrian gate. Bid is to include all material and labor necessary to complete the scope as per the verbal discussion and site visit on an earlier date.
- **The City of Pflugerville will be responsible for disconnect of all electrical service at both locations prior to start.**
 - **The City is responsible for the necessary removal of trees vines and shrubbery from existing fence lines on both properties prior to us starting.**
 - **G2 CSi will coordinate with the city to remove tower prior to demolition and provide a height measurement for**
 - **The City to reinstall the Wi-Fi tower once building demolition is complete.**

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.



Additional Qualifications.

- Demo concrete under tanks and components (not including concrete areas across from asphalt parking at Package Plant)
- Haul off all concrete and debris from said concrete from both sites.
- **Price is good for 30 days.**

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of **370,000.00** Three hundred seventy thousand dollars and 00/100*****

*** TIPS fees and bonding is included in this total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson:

A handwritten signature in blue ink, appearing to be "Shane Gibson", is written over a horizontal line.





SCOPE OF WORK CITY OF PFLUGERVILLE
WASTEWATER TREATMENT PLANT DEMO TIPS #211001

GENERAL:

This project provides for Demolition of the Package Plant and various tanks and apparatuses at the St. Croix location. The R&R of fencing at both locations, and Concrete sludge pad and drive at the Package Plant location.

1.0 SCOPE OF WORK:

In accordance with this scope of work all labor, materials, supervision, equipment, insurances, taxes, overhead, and all other things or services necessary to install components and systems to provide for the renovation of the affected areas as indicated herein.

Work includes but is not limited to the following:

1.1 DEMOLITION:

- 1) Mobilize equipment and machinery.
- 2) Demo and dispose of (large 2 walled tanks)
- 3) Demo and dispose existing free-standing structures, generator, and other components as discussed with Aaron Howell.
- 4) R&R fencing at both locations.
- 5) Concrete sludge pad and driveway at Package plant location.
- 6) No final grade included.
- 7) De-mobilized all equipment.

2.0 DRAWINGS AND SPECIFICATIONS: N/A

2.1 DRAWING AND SKETCHES: N/A

2.2 SPECIFICATIONS: Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards. Details provided but no exact equipment specifications were provided



3.0 SUBMITTALS: N/A

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1 G2 Construction Services, Inc., Inc. will contact the client project manager for equipment outages as required. G2 CSi will provide a minimum of two (2) working day(s) notice for proper outage coordination.
- 4.2 Normal working hours for this project is 0800 to 1800. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do not include any premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), G2 CSi Safety Manual and Client procedures as applicable. See G2 CSi Safety Manual.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose.
- 4.5 Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No "hold points" are imposed on this project; however items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible.
- 4.6 Owner property will be properly protected from damage by construction activities.
- 4.7 Please note that this proposal is good for 30 days unless extension is agreed by G2 CSi



5.0 Exclusions:

All exclusions are applicable to this project as outlined in the following:

- 1) Anything not specifically stated in this S.O.W.
- 2) Permits/fees.
- 3) Sidewalk/street barriers.
- 4) Concealed or unknown conditions.
- 5) Backfill or seeding.
- 6) SWPPP

Regards,

A handwritten signature in blue ink, appearing to read "Shane Gibson", is written over a faint, large watermark of the G2 CSi logo and text.

Shane Gibson
G2 CSi
512-563-1621

ATTACHMENT B PAYMENT

Application for Payment will be in the form of an AIA G702 & G703, (ex. monthly installments) after all work is completed, inspected work completed to date. Final payment will occur after acceptance of the work by the City.

Payment will be made on a project or work order basis as defined in the Scope of Work, attached herein as Exhibit A.

Before payment is made the Contractor must execute and provide to the City an affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics, and suppliers under the contract have been paid in full, and there are no claims pending of which Contractor has been notified.

ATTACHMENT C:

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are

required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.



Resolution of Corporate Authority

I, Jimmy S. Gibson, the undersigned **Secretary & Vice President** of G2 Construction Services, Inc. the "Corporation", hereby certify that:

The Corporation is duly organized and existing under the laws of the State of Texas. The following is a True and accurate transcript of a Resolution adopted at the March 3, 2019 Board meeting. The Corporation's Board of Directors adopted the Resolution, which is contained in the Corporation's minute book, at a duly authorized board meeting. A quorum of the Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with the Corporation's charter and by-laws. The Resolution has not been amended, or revoked as of the date signed below, and remains in full force and effect.

Resolved, that Jimmy S. Gibson/Vice President & John A. Goodman/ President of G2 Construction Services, Inc., Is empowered to sign any and all documents on behalf of said Corporation.

Resolved, that all transactions involving a contract signed by the president, or vice president of the said Corporation are hereby ratified and approved for all purposes.

Signed and sealed on September 22, 2021.
(Seal)

Jimmy S. Gibson Secretary / Vice President

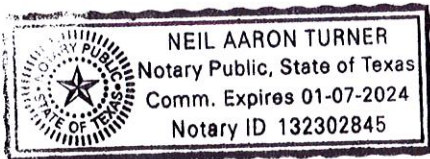
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, Neil Aaron Turner the undersigned Notary Public of the State of Texas, on this day personally appeared Jimmy S. Gibson, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 22 day of September, AD 2021.

(SEAL)



Notary Public, State of Texas

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com Fax: 512.688.5724 Tel: 512.688.5725
G2 Construction Services, Inc.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/MID Number: 1834050961300
Approval Date: January 31, 2022
Scheduled Expiration Date: January 31, 2023

In accordance with the Memorandum of Agreement between the
SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL (SMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

G2 CONSTRUCTION SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **January 31, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into SMSDC's program, you must immediately (within 30 days of such changes) notify SMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the SMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/MID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcmblsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.



THIS CERTIFIES THAT

G2 Construction Services, Inc.

* Nationally certified by the: **SOUTHWEST MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236210; 236220; 236118

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/31/2022

AU03960

Issued Date

Certificate Number

**Ying McGuire
NMSDC CEO and President**

Karen Box President/CEO

01/31/2023

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CONSTRUCTION SAFETY PROGRAM

FOR

G2 CSI



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CONTRACTOR SAFETY PROGRAM

SAFETY AND HEALTH POLICY

S&G Contracting, Inc. believes that **NO JOB OR NO TASK IS MORE IMPORTANT THAN WORKER HEALTH AND SAFETY.**

If a job represents a potential safety or health threat, every effort will be made to plan a safe way to do the task.

Every procedure must be a safe procedure. Shortcuts in safe procedures by either foremen or workers will not be tolerated.

If a worker observes any unprotected job, which may pose a potential threat to their health or safety, he or she must inform management and management must take adequate precautions.

IF A JOB CANNOT BE DONE SAFELY IT WILL NOT BE DONE.

OUR FUTURES ARE ONLY BUILT THROUGH OUR PEOPLE. WE AIM TO PROTECT THEM.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

(Signed)



SAFETY AND HEALTH OBJECTIVES

S&G Contracting, Inc. plans to achieve worker safety and health through the following:

- A. Using a qualified safety person.
- B. Making regular job site safety inspections.
- C. Enforcing the use of safety equipment.
- D. Following safety procedures and rules.
- E. Providing on-going safety training.
- F. Enforcing safety rules and using appropriate discipline.

JOB SITE INSPECTIONS

The safety person or other designated person will tour each job site and observe potential safety/health hazards, including the potential hazards of confined spaces and develop a plan for safeguarding this company's workers which may include the following:

- 1. Removing the hazard.
- 2. Guarding against the hazard as required by MIOSHA.
- 3. Providing personal protective equipment and enforcing its use.
- 4. Training workers in safe work practices.
- 5. Coordinating protection of workers through other contractors.

A record of all safety inspections and correctional steps will be kept.



CONTRACTOR SAFETY PERSON

Jimmy S. Gibson

is the designated person to administer the safety and health program for this organization. The responsibilities for this position are as follows:

1. Being knowledgeable of potential job hazards.
2. Assuring compliance with MIOSHA construction safety and health standard requirements.
3. Making regular safety inspections.
4. Establishing safety procedures.
5. Correlating regular safety training with lead persons.
6. Maintaining safety records.

PERSONAL PROTECTIVE EQUIPMENT

1. Head protection will be worn on job sites when there are potentials of falling objects, hair entanglement, burning, or electrical hazards.
2. Eye protection will be worn when there are potentials of hazards from flying objects or particles, chemicals, arcing, glare, or dust.
3. Protective footwear shall be worn to protect from falling objects, chemicals, or stepping on sharp objects. Athletic or canvas-type shoes shall not be worn.
4. Protective gloves or clothing shall be worn when required to protect against a hazard.
5. Harnesses and lanyards shall be utilized for fall protection as required in MIOSHA Construction Safety Standards.



SAFETY RULES

ALL OF OUR SAFETY RULES **MUST BE OBEYED**. FAILURE TO DO SO WILL RESULT IN STRICT DISCIPLINARY ACTION BEING TAKEN.

1. Keep your mind on your work at all times. No horseplay on the job. Injury or termination or both can be the result.
2. Personal safety equipment must be worn as prescribed for each job, such as: safety glasses for eye protection, hard hats at all times within the confines of the construction area where there is a potential for falling materials or tools, gloves when handling materials, and safety shoes are necessary for protection against foot injuries.
3. Precautions are necessary to prevent sunburn and to protect against burns from hot materials.
4. If any part of your body should come in contact with an acid or caustic substance, rush to the nearest water available and flush the affected part. Secure medical aid immediately.
5. Watch where you are walking. Don't run.
6. The use of illegal drugs or alcohol or being under the influence of the same on the project shall be cause for termination. Inform your supervisor if taking strong prescription drugs that warn against driving or using machinery.
7. Do not distract the attention of fellow workers. Do no engage in any act which would endanger another employee.
8. Sanitation facilities have been or will be provided for your use. Defacing or damaging these facilities is forbidden.
9. A good job is a clean job, and a clean job is the start of a safe job. So keep your working area free from rubbish and debris.
10. Do not use a compressor to blow dust or dirt from your clothes, hair, or hands.
11. Never work aloft if you are afraid to do so, if you are subject to dizzy spells, or if you are apt to be nervous or sick.



12. Never move an injured person unless it is absolutely necessary. Further injury may result. Keep the injured as comfortable as possible and utilize job site first-aid equipment until an ambulance arrives.
13. Know where firefighting equipment is located and be trained on how to use it.
14. Lift correctly - with legs, not the back. If the load is too heavy GET HELP. Stay fit. Control your weight. Do stretching exercises. Approximately twenty percent of all construction related injuries result from lifting materials.
15. Nobody but operator shall be allowed to ride on equipment unless proper seating is provided.
16. Do not use power tools and equipment until you have been properly instructed in the safe work methods and become authorized to use them.
17. Be sure that all guards are in place. Do not remove, displace, damage, or destroy any safety device or safeguard furnished or provided for use on the job, nor interfere with the use thereof.
18. Do not enter an area which has been barricaded.
19. If you must work around power shovels, trucks, and dozers, make sure operators can always see you. Barricades are required for cranes.
20. Never oil, lubricate, or fuel equipment while it is running or in motion.
21. Before servicing, repairing, or adjusting any powered tool or piece of equipment, disconnect it, lock out the source of power, and tag it out.
22. Barricade danger areas. Guard rails or perimeter cables may be required.
23. Trenches over five feet deep must be shored or sloped as required. Keep out of trenches or cuts that have not been properly shored or sloped. Excavated or other material shall not be stored nearer than two feet from the edge of the excavation. Excavations less than 5 ft may also require cave in protection in some instances.
24. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height.



25. Portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured. Step ladders shall not be used as a straight ladder.
26. Ladders must extend three feet above landing on roof for proper use.
27. Defective ladders must be properly tagged and removed from service.
28. Keep ladder bases free of debris, hoses, wires, materials, etc.

29. Build scaffolds according to manufacturers' recommendations and MIOSHA Construction Safety Standard Part 12 - Scaffolding.
30. Scaffold planks shall be properly lapped, cleated or otherwise secured to prevent shifting.
31. Use only extension cords of the three-prong type. Use ground fault circuit interrupters at all times and when using tools in wet atmosphere (e.g. outdoors) or with any temporary power supply. Check the electrical grounding system daily.
32. The use of harnesses with safety lines when working from unprotected high places is mandatory. Always keep your line as tight as possible.
33. Never throw anything "overboard." Someone passing below may be seriously injured.
34. Open fires are prohibited.
35. Know what emergency procedures have been established for your job site. (location of emergency phone, first aid kit, stretcher location, fire extinguisher locations, evacuation plan, etc.)
36. Never enter a manhole, well, shaft, tunnel or other confined space which could possibly have a nonrespirable atmosphere because of lack of oxygen, or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids. Make certain a qualified person tests the confined area with an appropriate detector before entry, that the necessary safety equipment is worn. Standby person may be required to be stationed at the entrance.

JOB SAFETY TRAINING



- A. After inspecting a job site, the safety person or other designated person will identify and evaluate all potential hazards for:
 - 1. Injury Severity potential.
 - 2. Probability of an accident.

- B. This person will also appraise the skill and knowledge level of exposed workers.

- C. Appropriate Training will be given.
 - 1. Hazards will be pointed out.
 - 2. Necessary precautions will be explained.
 - 3. The higher the hazard the more detailed will be the training.

- D. Records will be maintained for all training sessions with descriptions of topics covered and names of workers trained.

SAFETY DISCIPLINE

A. Three-Step System

- | | |
|-------------------|--|
| First violation: | Written warning; copies to employee and employee's file. |
| Second violation: | Written warning; suspension for 1/2 or full day without pay. |
| Third violation: | Written report for file and immediate termination. |



B. Four-Step System

First violation:	Oral warning; notation for personnel file.
Second violation:	Written warning; copy for file or Personnel Office.
Third violation:	Written warning; one day suspension without pay.
Fourth violation:	Written warning and one-week suspension, or termination if warranted.

C. A record will be maintained of all discipline.



POWER LOCKOUT PROCEDURE

Lockout procedure for S&G Contracting, Inc.

I. PURPOSE

The purpose of this procedure is to assure that employees are protected from unintended machine motion or unintended release of energy which could cause injury.

II. MANAGEMENT RESPONSIBILITIES

- A. Each supervisor shall train new employees and periodically instruct all of their employees regarding provisions and requirements of this lockout procedure.
- B. Each supervisor shall effectively enforce compliance of this lockout procedure including the use of corrective disciplinary action where necessary.
- C. Each supervisor shall assure that the locks and devices required for compliance with the lockout procedure are provided to their employees.
- D. Prior to setting up, adjusting, repairing, servicing, installing, or performing maintenance work on equipment, machinery, tools, or processes, the supervisor shall determine and instruct the employees of the steps to be taken to assure they are not exposed to injury due to unintended machine motion or release of energy.

III. EMPLOYEES RESPONSIBILITY

- A. Employees shall comply with the lockout procedure.
- B. Employees shall consult with their supervisor or other appropriate knowledgeable management personnel whenever there are any questions regarding their protection.
- C. Employees shall obtain and care for the locks and other devices required to comply with the lockout procedure.



IV. GENERAL

- A. The power source of any equipment, machine, tool, or process to be set-up, adjusted, repaired, serviced, installed, or where maintenance work is to be performed and unintended motion or release of energy could cause personal injury, such a power source shall be locked out by each employee doing the work. Sources of energy, such as springs, air, hydraulic and steam shall be evaluated in advance to determine whether to retain or relieve the pressure prior to starting the work.
- B. Safety locks are for the personal protection of the employees and are only to be used for locking out equipment.
- C. Safety locks, adapters, and "Danger Tags" can be obtained from a supervisor.
- D. Equipment locks and adapters can be obtained from a supervisor. The sole purpose of the "Equipment" lock and adaptor is to protect the equipment during periods of time when work has been suspended or interrupted. The locks are not to be used as a substitute for the employee's personal safety lock.
- E. Personal locks shall contain a tag with employee's name on it.
- F. One key of every lock issued shall be retained by the employee to whom it was issued and the only other key to the lock shall be retained by the superintendent.
- G. Employees shall request assistance from their supervisor if they are unsure of where or how to lockout equipment.
- H. Any questions concerning the lockout procedure should be directed to the employee's supervisor.

V. LOCKING OUT AND ISOLATING THE POWER SOURCE

- A. Equipment, machines, or processing main disconnect switches shall be turned off and locked in the off position only after the electrical power is shut off at the point of operator control. Failure to follow this procedure may cause arcing and possibly an explosion.
- B. Equipment/tools connected to over a 110 volt source of power by a plug-in cord shall have a locking device applied to the plug attached to the cord leading to the machine to be considered locked out.



- C. Equipment/tools connected to a 110 volt source of power by a plug-in cord shall be considered locked out if the plug is disconnected and tagged with a "do not start tag."
- D. After locking out power source, the employee shall try the equipment, machine, or process controls to ensure no unintended motion will occur; or test the equipment, machine or process by use of appropriate test equipment to determine that the energy isolation has been effective.
- E. When two or more employees work on the same equipment, each is responsible for attaching his/her lock. Safety locks and adapters are to be fixed on levers, switches, valves, etc. in the nonoperative (off) position.
- F. An employee who is assigned to a job and upon arrival finds an "Equipment Lock," "Adaptor," and "Danger Tag" affixed to the equipment shall take the following action:
 - 1. Affix his/her personal lock to the "Equipment Adaptor."
 - 2. Determine who placed the equipment out of service and contact all parties who have locks on the equipment to determine if the assignment to be performed would affect their safety. The assignment will proceed only if safe to do so with all parties involved.
 - 3. Try the controls to ensure no unintended motion will occur before starting work or qualified personnel shall test the equipment, machine, or process by use of appropriate test equipment to determine that the energy isolation has been effective. (Such testing equipment is only to be employed by trained qualified personnel.)

VI. PERFORMING TEST AND ADJUSTMENTS DURING LOCKOUT

- A. Power may be turned on when it is required to perform tests or adjustments. All of the rules pertaining to removing locks and restoring power shall be followed. The equipment or process shall again be locked out if it is necessary to continue work after completing the test or adjustments.



- B. If the employee leaves the job before its completion, such as job reassignment, the employee shall remove his/her personal lock and adaptor and replace it with an "Equipment" lock and adaptor. In addition, the employee will prepare and attach a "Danger Tag" indicating the reason the equipment is locked out (should more than one employee be assigned to the job, the last employee removing his/her lock will be responsible for affixing the "Equipment" lock, adaptor and the "Danger Tag").
- C. Upon completion of the work, each employee will remove his/her lock, rendering the machine operable when the last lock is removed.
- D. The employee responsible for removing the last lock, before doing so, shall assure that all guards have been replaced, the equipment, machine, or process is cleared for operation, and appropriate personnel notified that power is being restored. This employee is also responsible for removing the "Equipment" lock and returning it to the supervisor.

VII. EMERGENCY SAFETY LOCK REMOVAL

- A. The superintendent, or other designated management person, will be authorized to remove an employee's lock under the following conditions:
 - 1. Receipt of a written request signed by the appropriate supervisor which shall state the reason the employee is not able to remove the lock.
 - 2. The supervisor is responsible for making certain all the requirements for restoring power are followed.



CONFINED SPACE ENTRY

No employee shall enter areas defined below without authorization:

1. A space that is NOT DESIGNED FOR CONTINUOUS employee OCCUPANCY;
and
2. Is large enough and so configured that a person can bodily enter into and perform assigned work; and
3. Has LIMITED or RESTRICTED means for ENTRY or EXIT; and
4. May have a POSSIBLE HAZARDOUS ATMOSPHERE that may expose employees to the risk of death, incapacitation, impairment of ability to self rescue caused by:
 - A. Flammable gas
 - B. Airborne combustible dust
 - C. Atmospheric oxygen concentration below 19.5 or above 23.5%
 - D. A toxic atmosphere or substance
 - E. Danger of engulfment

UNTIL AN AUTHORIZED PERSON EVALUATES THE AREA AND AUTHORIZES ENTRY.

GENERAL CONFINED SPACE ENTRY PROCEDURE

1. There shall be no unauthorized entry into a confined space by any person.
2. An authorized person shall examine, test and evaluate a potential entry space and determine if it is a "NON-PERMIT SPACE" and meets the following requirements:
 - A. It does NOT contain any atmospheric hazards or dangers of engulfment capable of causing death or serious physical harm;
 - B. The space has been PROVEN SAFE, has been VERIFIED, DOCUMENTED, and has a CERTIFIED GUARANTEE of a safe environment.
3. If the conditions in #2 have been satisfied, the ALTERNATE ENTRY PROCEDURE may be followed.



4. If conditions in #2 are not met and has any of the following, the PERMIT ENTRY PROCEDURE must be followed:

THE SPACE:

- A. Contains or has a potential to contain a HAZARDOUS ATMOSPHERE.
- B. Contains a material that has a potential for ENGULFING an entrant.
- C. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging wall or by a floor which slopes downward and tapers to a smaller cross section; or
- D. Contains any other recognized serious safety or health hazard.

EMERGENCY PROCEDURES

In case of an emergency on site the following procedures should be instituted at each site:

1. Method of communication should be determined at each site, telephone, radio, etc.
2. Emergency telephone numbers should be posted:
 - a. Police
 - b. Fire
 - c. Medical Response Team
3. Post near communication station the address of your site.
4. Post names of first aid responders on site.
5. Designate person to direct emergency crews to site of emergency.
6. Instruction to each employee if known harmful plants, reptiles, animals, or insects, are present regarding all of the following:
 - a. The potential hazards.
 - b. How to avoid injury.
 - c. Applicable first aid procedures to be used in the event of injury.



CARING FOR BITES AND STINGS

	Insect Bites	Spider Bite / Scorpion Sting	Marine Life Stings	Snake Bites	Animal Bites
Signals	<p>Stinger may be present</p> <p>Pain</p> <p>Swelling</p> <p>Possible allergic reaction</p>	<p>Bite Mark</p> <p>Swelling</p> <p>Pain</p> <p>Nausea and vomiting</p> <p>Difficulty breathing or swallowing</p>	<p>Possible marks</p> <p>Pain</p> <p>Swelling</p> <p>Possible allergic reaction</p>	<p>Bite Mark</p> <p>Pain</p>	<p>Bite Mark</p> <p>Bleeding</p>
Care	<p>Remove stinger – scrape it away or use tweezers</p> <p>Wash wound</p> <p>Cover</p> <p>Apply a cold pack</p> <p>Watch for signals of allergic reaction</p>	<p>Wash wound</p> <p>Apply a cold pack</p> <p>Get medical care to receive antivenin</p> <p>Call local emergency number, if necessary</p>	<p>Initially, soak area in salt water</p> <p>Apply cold pack or paste of baking soda or meat tenderizer</p> <p>Call local emergency number, if necessary</p>	<p>Wash wound</p> <p>Keep bitten part still, and lower than the heart</p> <p>Call local emergency number</p>	<p>If bleeding is minor – wash wound</p> <p>Control bleeding</p> <p>Apply antibiotic ointment</p> <p>Cover</p> <p>Get medical attention if wound bleeds severely or if you suspect animal has rabies</p> <p>Call local emergency number or contact animal control personnel</p>



WELDING & CUTTING PROCEDURES

All welding and cutting procedures will comply with OSHA standards and guidelines. All safety procedures will be followed.

WRITTEN HAZARD COMMUNICATION PROGRAM

GENERAL

The following hazard communication program has been established for S&G Contracting, Inc.

This program will be available for review by all employees.

I. HAZARD DETERMINATION

S&G Contracting, Inc. will be relying on Material Safety Data Sheets from suppliers to meet determination requirements.

II. LABELING

- A. The suppliers will be responsible for seeing that all containers coming in are properly labeled.
- B. All labels shall be checked for:
 - 1. Identity
 - 2. Hazard
 - 3. Name and address of responsible party
- C. Each subcontractor shall be responsible for seeing that all portable containers used in their work areas are labeled with identity and hazard warning.

III. MATERIAL SAFETY DATA SHEETS (MSDS)

- A. The contractor will be responsible for compiling the master MSDS file. It will be kept on site and at headquarters.
- B. Copies of MSDSs for all hazardous chemicals to which employees may be exposed will be kept in a file at project location and headquarters.



- C. MSDSs will be available for review to all employees during each work shift. Copies will be available upon request to anyone who feels the need.
- D. The contractor will be provided with the required MIOSHA Right-To-Know posters and postings notifying employees of new or revised MSDSs within five (5) days of receipt of new or revised MSDSs.

IV. EMPLOYEE INFORMATION TRAINING

- A. The contractor shall coordinate and maintain records of training conducted for the project.
- B. Before starting work, or as soon as possible thereafter, each new employee will attend a safety class. In that class, each employee will be given information on:
 - 1. Chemicals and their hazards in the workplace.
 - 2. How to lessen or prevent exposure to these chemicals.
 - 3. What the company has done to lessen or prevent workers' exposure to these chemicals.
 - 4. Procedures to follow if they are exposed.
 - 5. How to read and interpret labels and MSDSs.
 - 6. Where to locate MSDSs and from whom they may obtain copies.
- C. The employee will be informed that:
 - 1. The employer is prohibited from discharging, or discriminating against, an employee who exercises the rights regarding information about hazardous chemicals in the workplace.
 - 2. As an alternative to requesting an MSDS from the employer the employee may obtain a copy from the Department of Public Health.



- D. Attendance will be taken at training sessions. These records will be kept by Mike R. Stout.
- E. Before any new hazardous chemical is introduced into the workplace, each employee will be given information in the same manner as during the safety class.

V. HAZARDOUS NON-ROUTINE TASKS (Delete entire section if not applicable)

- A. On occasion, employees are required to do work in hazardous areas (e.g. confined spaces). Prior to starting work in such areas, each employee will be given information about the hazards involved in these areas.

This information will include:

- 1. Specific chemical hazards.
 - 2. Protection/safety measures the employee is required to take to lessen risks.
 - 3. Measures the company has taken to lessen the hazards, including ventilation, respirators, the presence of another employee, and emergency procedures.
- B. It is the policy of S&G Contracting, Inc. that no employee will begin work in a confined space, or any non-routine task, without first receiving a safety briefing.

VI. INFORMING CONTRACTORS

- A. It is the responsibility of the contractor to provide any other subcontractors with employees exposed to chemicals with the following information:
 - 1. Hazardous chemicals with which they may come in contact.
 - 2. Measures the employees should take to lessen the risks.
 - 3. Where to get MSDSs for all hazardous chemicals.



- B. It is the responsibility of the subcontractor to obtain Chemical information from suppliers when they will expose our employees to hazardous chemicals which they may bring into our workplace.

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