



## CITY OF BRADY COUNCIL AGENDA WORK SESSION MEETING OCTOBER 17, 2023 AT 5:00 PM

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 5:00 p.m. October 17, 2023, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551. of the Texas Government Code.

### 1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM

### 2. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda

*Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

### 3. INDIVIDUAL CONCERNS

- A. Discussion with Solid Waste Superintendent Jim Kidd
- B. Discussion regarding remodeled police department bids

### 4. ADJOURNMENT

*I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on \_\_\_\_\_ by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.*

Tina Keys, City Secretary

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [tkeys@bradytx.us](mailto:tkeys@bradytx.us)

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

Aaron Garcia  
Mayor

Larry Land  
Council Member Place 1

Missi Elliston  
Mayor Pro Tem  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Felix Gomez, Jr.  
Council Member Place 4

Gabe Moreno  
Council Member Place 5

Erin Corbell  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

### **MISSION**

The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

**SEALED BID OPENING SUMMARY SHEET**  
**CITY OF BRADY**

**PROJECT: INVITATION FOR SEALED BIDS FOR THE RENOVATION OF POLICE DEPARTMENT (21146.1 Brady Police Station)**

Sealed Bid Due Date: Thursday, September 28, 2023 by 3:00 p.m.

No.	Name of Bidder	Bidder Certification and Addenda Acknowledgement Signed	Bid Amount	Comments
1	FLETCHER	✓	2,084,000	
2	MRI BUILDERS	✓	2,201,322 <sup>00</sup>	
3	COVINGTON CONSTRUCTION	✓	1,968,485	
4	WALDROP CONSTRUCTION	✓	1,995,000	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

*Handwritten signature*

EIKON Consulting Group

SECTION 00 41 00  
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 09/28/2023 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Covington Contracting, Inc.  
1. Address TX office: 3016 Sea Jay Dr.  
2. City, State, Zip Austin, TX 78745

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by EIKON CONS. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. One Million Nine Hundred Sixty Eight Thousand Four Hundred Eighty Five Dollars and Zero Cents dollars  
(\$ 1,968,485.00), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders. Seventeen Thousand Three Hundred Sixty Eighty Nine  
1. The cost of the required performance assurance bonds is \_\_\_\_\_ dollars  
(\$ 17,389.00), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of TEXAS taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 38 calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

1.06 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- D. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- E. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- F. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

EIKON Consulting Group

**1.07 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
  2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10% of the overhead and profit percentage noted above.

**1.08 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 08/25/23. Addendum 3 - 09/15/2023
  2. Addendum # 2 Dated 09/12/2023. Addendum 4 - 09/25/2023

**1.09 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
1. Subcontractors: UPON REQUEST, \_\_\_\_\_.
  2. Unit Prices: NA, \_\_\_\_\_, \_\_\_\_\_.
  3. Alternates: NA, \_\_\_\_\_, \_\_\_\_\_.

**1.10 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of  
B. Covington Contracting, Inc.  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. Kathleen T Caffey Kathleen T Caffey, President  
F. (Authorized signing officer, Title)  
G. (Seal)  
H. Kathleen T Caffey Kathleen T Caffey, President  
I. (Authorized signing officer, Title)

- 1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # GA2309141

**KNOW ALL MEN BY THESE PRESENTS**, that we **COVINGTON CONTRACTING, INC.**

400 Christy Lane Andalusia, AL 36420

as Principal, hereinafter called the Principal, and **GREAT AMERICAN INSURANCE COMPANY**

301 E. 4th St. Cincinnati, OH 45202

a corporation duly organized under the laws of the State of **Oh**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Brady**

201 East Main Street Brady, TX 76825

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent of Amount Bid**-----Dollars ( \$ **5% of attached bid**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

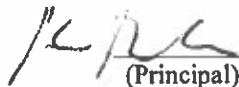
WHEREAS, the Principal has submitted a bid for  
**City of Brady Police Station, Brady, TX**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

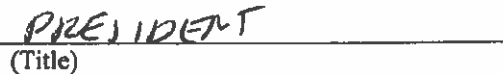
Signed and sealed this **14th** day of **September 2023**

**COVINGTON CONTRACTING, INC.**

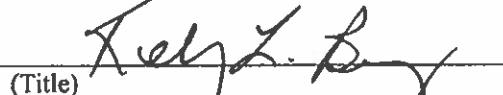
  
(Principal)

(Seal)

  
(Witness)

  
(Title)

**GREAT AMERICAN INSURANCE COMPANY**

  
(Title)

Kelly L. Berry ATTORNEY-IN-FACT  
Bonds Southeast, Inc.  
5550 Franklin Pike, Suite 202  
Nashville, TN 37220  
(615)321-9700

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

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

No. 0 18310

## POWER OF ATTORNEY

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

Name	Address	Limit of Power
GREGORY E. NASH	ALL OF	ALL
PHILLIP H. CONDRA	NASHVILLE, TENNESSEE	\$100,000,000
KELLY L. BERRY		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of MARCH 2017  
GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*  
Assistant Secretary

*David C. Kitchen*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of MARCH, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

DAVID C. KITCHIN (877-377-2405)



Susan A. Kohorst  
Notary Public, State of Ohio  
My Commission Expires 06-10-2020

*Susan A. Kohorst*

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

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

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

## CERTIFICATION

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

Signed and sealed this 14th day of September, 2023



*Atty L C. B.*  
Assistant Secretary

EIKON Consulting Group

SECTION 00 41 00  
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 9/28/23 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Fletco Construction, LLC  
1. Address 1302 E. Main Street  
2. City, State, Zip Fredericksburg, Texas 78624

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by EIKON Consulting Group for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Two Million Eighty Four Thousand dollars  
(\$ 2,084,000. ), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.  
1. The cost of the required performance assurance bonds is Twenty-Six Thousand Five Hundred dollars (\$26,500), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 35 (Thirty-Five) calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.06 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- D. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- E. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- F. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

EIKON Consulting Group

**1.07 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
  2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10% (Ten Percent) of the overhead and profit percentage noted above.

**1.08 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 01 Dated 8/25/23. Addendum # 03 Dated 9/15/23.
  2. Addendum # 02 Dated 9/12/23. Addendum # 04 Dated 9/25/23.

**1.09 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
1. Subcontractors: Harris Acoustics, \_\_\_\_\_, \_\_\_\_\_.
  2. Unit Prices: None, \_\_\_\_\_, \_\_\_\_\_.
  3. Alternates: None, \_\_\_\_\_, \_\_\_\_\_.

*Burleson-Clark-Electric  
Coppera - Plumbing*

**1.10 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of  
B. Fletco Construction, LLC  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. Carson Conklin, Operations Manager  
F. (Authorized signing officer, Title)  
G. (Seal)  
H. Carson Conklin, Operations Manager  
I. (Authorized signing officer, Title)

- 1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION



## **Brady Police Station**

Bid Date - 9/28/23 at 3pm

### **List of Exclusions and Inclusions for Fletco Construction, LLC**

#### **Exclusions:**

- Owner must contract with Abatement Contractor. Our bid includes the stated \$50,000 allowance for abatement, however the owner must contract this work apart from our contract agreement.
- No materials testing is included. Testing is stated as by allowance in the specifications, but there are no allowances stated except for the abatement work per Addendum 4.
- No flagpoles have been included. There is a specification section for flagpoles, however none are shown and there is no work outside the building footprint.
- No pull-down ladder is included. There is a specification section for a pull down stair from Precision Ladders, however this is not shown on the plans.
- No Dual-Track shelving is included at the Officer Storage 117 and Amory 120. This product exists on the Equipment Schedule, however is not shown on the plans and there is not enough information to accurately price this work.
- Structural steel is included as shown on the structural drawings, for RTU layouts on the structural framing plans (not the Mechanical layouts which do not match).

#### **Specific Inclusions:**

- The concrete ramp and landing at the south elevation is not detailed, but we have included the concrete work and railings in our proposal.
- Metal roofing is described in the specifications, but there are no details of the canopy structure and metal roofing is not shown. We have included standing seam galvalume metal roofing and trim on the roof canopy structure.
- Serenity Door SD101 is included for Opening 104, with bullet resistant glazing.

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

**Fletco Construction, LLC**  
**1302 E. Main Street**  
**Fredericksburg, TX 78624**

SURETY (Name, legal status and principal place of business):

**Merchants National Bonding, Inc.**  
**P.O. Box 14498**  
**Des Moines, IA 50306-3498**

OWNER (Name, legal status and address):

**City of Brady**  
**201 East Main**  
**Brady, TX 76825**

Bond Amount: **Five Percent of the Greatest Amount Bid (5% GAB)**

PROJECT: (Name, location or address, and Project number, if any):

**Brady Police Station, 607 W. 11th Street, Brady, Texas 76825**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **28th** day of **September, 2023**

(Witness) \_\_\_\_\_ (Seal) \_\_\_\_\_

(Witness) \_\_\_\_\_ (Seal) \_\_\_\_\_

**Fletco Construction, LLC**

(Principal)

\_\_\_\_\_ (Seal) \_\_\_\_\_  
*Operations Manager*

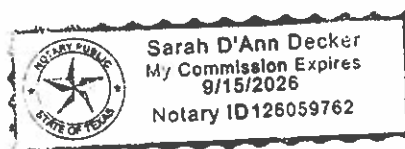
(Name & Title): ,

**Merchants National Bonding, Inc.**

(Surety)

\_\_\_\_\_ (Name & Title): Andrea Rose Crawford, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond  
BID70001Z20311f



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allyson W Dean; Andrea Rose Crawford; Andrew Gareth Addison; Anna Owens; Betty J Reeh; Bryan Kelly Moore; Colin E Conly; Debra Lee Moon; Elizabeth Ortiz; Emily Allison Mikeska; John R Ward; John William Newby; Michael Donald Hendrickson; Monica Ruby Veazey; Patrick Thomas Coyle; Sandra Lee Roney; Thomas Douglas Moore; Troy Russell Key

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

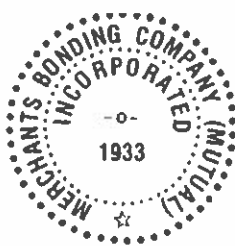
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of March, 2023.



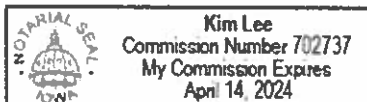
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 15th day of March, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of September, 2023.



*William Warner Jr.*  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
P.O. BOX 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

## **IMPORTANT NOTICE**

### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual), Merchants National Bonding, Inc.

To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: [regulatory@merchantsbonding.com](mailto:regulatory@merchantsbonding.com)

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Mullis Newby Hurst

Call: 972-201-0100

Mail: Liberty Plaza II 5057 Keller Springs Rd #200 Addison, TX 75001

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state: Call

with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

EIKON Consulting Group

SECTION 00 41 00  
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 9/28/23 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name MRI Builders  
1. Address 103 S. Main St  
2. City, State, Zip Thorndale, TX 76573

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Eikon for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Two million two hundred and one thousand three hundred and twenty two dollars  
(\$2,201,322.00), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.  
1. The cost of the required performance assurance bonds is One hundred ten thousand and sixty six dollars  
(\$10,066.00), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 2.00 calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

1.06 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. N/A - - - \$ .....
- D. N/A - - - \$ .....
- E. N/A - - - \$ .....
- F. N/A - - - \$ .....

**1.07 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
  2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 87. of the overhead and profit percentage noted above.

**1.08 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 8/25
  2. Addendum # 2 Dated 9/12
  3. Addendum # 3 9/15
  4. Addendum # 4 9/25

**1.09 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
1. Subcontractors: Attached sheet.
  2. Unit Prices: N/A
  3. Alternates: N/A

**1.10 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. MRI Builders
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. SEN, EST.
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. \_\_\_\_\_
- I. (Authorized signing officer, Title)

- 1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

# TUCKER & DUNN

bonds and insurance

August 2, 2023

Modern Renovations Inc. – Surety Bond Program

To Whom It May Concern:

Swiss Re Corporate Solutions Premier Insurance Company has had the continuing privilege of providing surety bonds for Modern Renovations Inc. Swiss Re Corporate Solutions Premier Insurance Company is rated "A+ (Superior)" in the 2023 edition of the A.M. Best Key Rating Guide. Swiss Re Corporate Solutions Premier Insurance Company also is listed in the Federal Register of acceptable sureties on federal jobs.

Swiss Re Corporate Solutions Premier Insurance Company has extended surety credit for Modern Renovations Inc. on "single jobs" in excess of \$5,000,000.00 with a "total work program" in excess of \$10,000,000.00. The available bonding capacity is \$8,000,000.00. The surety department of Swiss Re Corporate Solutions Premier Insurance Company regards Modern Renovations Inc. as one of their premier contractors in Texas. Modern Renovations Inc. has shown the remarkable ability to tackle the toughest construction problems and bring the project in under budget and in a timely fashion. The firm adheres to the highest construction and ethical standards.

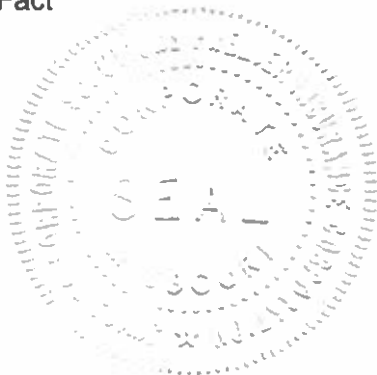
We certainly would give Modern Renovations Inc. our highest recommendation as you consider them for your project. Immediately upon receipt of a contract, upon surety approval, and at the request of our contractor, we will be happy to issue the necessary Performance and Payment bonds for this Project.

If you have any additional questions in this matter, please do not hesitate to give me a call.

Sincerely,



Kevin J. Dunn  
Attorney-In-Fact



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, AND ROBERTA H. ERB

### JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By \_\_\_\_\_  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of August, 20 23.



Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC



# MRI Builders Team



- 1) Mike Richardson - President - (512)-429-0425 - Mike@MRIBuilders.com
  - a) 44 Years Experience in project management, contract negotiations, scheduling, planning, ordering and more.
- 2) Derrick Richardson -Sr. Estimator/Project Manager - (512)-429-0420 - Derrick@MRIBuilders.com
  - a) 25 Years Experience in project management, contract negotiation, scheduling, material procurement, and safety.
- 3) Robyn Razook Lynn- Estimator - (951)-837-1803- Robyn@MRIBuilders.com
  - a) 14 Years Experience in estimating, safety, scheduling, material procurement and delivery, subcontractor relationships and project organization.
- 4) Richard Hulse -Sr. Project Manager - (512)-429-0421 - Rich@MRIBuilders.com
  - a) 47 Years Experience in project management, scheduling, material procurement and staging, timelines, trade management, safety, project closeout.
- 5) Guadalupe "Chico" Garcia- Superintendent - (512)-429-0571 - Chico@MRIBuilders.com
  - a) 30 Years Experience in project management, scheduling, scheduling, material procurement and staging, and safety.
- 6) Andrew Goodloe- Superintendent - (512)-709-2641 – Andrew@MRIBuilders.com
  - a) Bachelor of Science in Construction Science and Masters in Land and Property Development.  
Two years' experience project management, trade management, safety, business relationships.
- 7) KanDee Mirtsching- Business Manager/ Accounts Payable (512)-429-1892  
KanDee@MRIBuilders.com
  - a) 20 Years experience in business management, accounts receivables and payables, accounting, operations, job costing, profit analysis and payroll.



# AIA® Document A305™ – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by MRI Builders and dated the 14th day of February in the year 2023.

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

##### § A.1.1.1 Identify the full legal name of your organization.

Modern Renovations Inc. dba MRI Builders.

##### § A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

MRI Builders – Texas.

##### § A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

Modern Renovations, Inc. – Until 2011.

##### § A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

MRI Builders  
103 S. Main St.  
Thorndale, TX 76577  
www.mribuilders.com

### § A.1.2 Legal Status

#### § A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Texas – Incorporated in 2011  
Mike Richardson – President  
Derrick Richardson – Secretary

- .2 If your organization is a partnership, identify its partners and its date of organization.

Not applicable.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .3 If your organization is individually owned, identify its owner and date of organization.

Not applicable.

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

Not applicable.

**§ A.1.2.2** Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

The Thorndale Lumber Company – 100 percent ownership.

**§ A.1.3 Other Information**

**§ A.1.3.1** How many years has your organization been in business?

32

**§ A.1.3.2** How many full-time employees work for your organization?

15

**§ A.1.3.3** List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

23620

**§ A.1.3.4** Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

Small business in a HUBZone- Application in Progress.

**§ A.2 EXPERIENCE**

**§ A.2.1** Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

**§ A.2.2** State your organization's total dollar value of work currently under contract.

3,500,00.00

**§ A.2.3** Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

2,000,000.00

**§ A.2.4** State your organization's average annual dollar value of construction work performed during the last five years.

8,000,000.00

**§ A.3 CAPABILITIES**

**§ A.3.1** List the categories of work that your organization typically self-performs.

As a full service General Contractor, MRI Builders is capable of self-performing many tasks including Earthwork and Utilities, Concrete, Structural Steel Fabrication and Erection, Wood Framing, General Carpentry and Framing.

**§ A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

We enjoy a 0.81 Experience Modifier rate due to our perfect Safety Record.

**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

Yes, we provide Turn-Key Design Build Services, Project Management and Owners Representative Services.

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

This is a task that we typically subcontract when the project warrants it.

**§ A.3.5** Does your organization use a project management information system? If so, identify that system.

Yes, we utilize Contractor Foreman for Scheduling and Project Management.

#### **§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:

*(Insert name, organization, and contact information)*

Justin Jonas  
San Angelo Rodeo Association  
325-653-7785 - [justin@sanangelorodeo.com](mailto:justin@sanangelorodeo.com)

Cliff Brown  
Centex Boat & RV and Texas Boat World  
254-721-8036 - [cbrown@texasboatworld.com](mailto:cbrown@texasboatworld.com)

Mike and Ann Glenn  
Mr. Gatti's Pizza  
512-809-7256 - [taylorgattipizza@gmail.com](mailto:taylorgattipizza@gmail.com)

Dr. Thomas Martens  
Federal Comp and Wellness Clinics  
512-809-7073 - [dmartens@fcw.com](mailto:dmartens@fcw.com)

Dale Huggins  
MDH Properties & Windfall Plaza  
512-585-6489 - [nancy@mdhproperties.com](mailto:nancy@mdhproperties.com)

**§ A.4.2** Identify three architect references:

*(Insert name, organization, and contact information)*

Archistructure One  
Granbury, TX  
O: 970-871-0074 C: 970-846-7400  
[Arch1@zirkel.us](mailto:Arch1@zirkel.us)

K&W Engineering Solutions  
Georgetown, TX  
512-639-3131

Mustard Designs  
Fredericksburg, TX  
830-997-7024

**§ A.4.3 Identify one bank reference:**  
*(Insert name, organization, and contact information)*

RBank  
1900 Round Rock Ave.  
Round Rock, TX 78661  
J. Hollis Bone  
512-600-8105  
hbone@rbank.com

**§ A.4.4 Identify three subcontractor or other trade references:**  
*(Insert name, organization, and contact information)*

ACC Builders  
4501 N. FM 486  
Thorndale, TX 76577  
Alex Castillo  
alex@accbuilders.com  
512-595-1902

ATX Fire & Life Safety, LLC  
Dean Alexander  
11951 RR 2338  
Georgetown, TX 78633  
Ddacable@Gmail.com  
512-630-6930

DR Works LLC  
Danny Ramos  
121 Sheran CV  
Kyle, TX 78640  
Danny.DRConstruction@gmail.com  
512-781-6082

Lackey Electric  
Jeff Lackey  
P.O. Box 97  
Weir, TX 78674  
lackeyb5.jl@gmail.com



MRI0000-01

LABSHIR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

AssuredPartners of Texas, LLC  
8300 Bridge Point Pkwy, Bldg 3, Ste 100  
Austin, TX 78730

CONTACT NAME: Larissa Abshire

PHONE (A/C, No, Ext): (512) 343-0280 120

FAX (A/C, No): (512) 343-0352

E-MAIL ADDRESS: larissa.abshire@assuredpartners.com

## INSURED

Modern Renovations Inc. DBA MRI Builders  
103 S. Main  
Thorndale, TX 76577

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Cincinnati Specialty Underwriters Insurance Company

13037

INSURER B: Cincinnati Insurance Company

10677

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CSU0176274	9/14/2022	9/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0629271	9/14/2022	9/14/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater		ENP0629271	9/14/2022	9/14/2023	Leased/Rented Equip 100,000

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

## CERTIFICATE HOLDER

## CANCELLATION

FOR REFERENCE ONLY

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Pacific Crest Services, Inc DBA: Terry Ray Insurance  
839 S Wheeler St  
Jasper, TX 75951

## CONTACT

NAME: Alotha Clegg (PTTR)  
PHONE: (409)383-0717 FAX: (409)420-3080  
A/C. No. Est: E-MAIL: a.clegg@pacificcrestinsurance.com  
ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #

## INSURED

Modern Renovations, Inc  
DBA MRI Builders  
103 S Main St  
Thorndale, TX 76577

INSURER A: Texas Mutual

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00345535-28995

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PROJECT LOC					PRODUCTS - COMP/OP AGG \$
	OTHER					\$
	AUTOMOBILE LIABILITY					
	ANY AUTO					COMBINED SINGLE LIMIT (Ea occurrence) \$
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	LOANED AUTOS ONLY NON-OWNED AUTOS					BODILY INJURY (Per household) \$
						PROPERTY DAMAGE (Per occurrence) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION'S					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	0002010845	02/24/2023	02/24/2024	
	ANY PROFESSIONAL PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y N/A				X PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

## CERTIFICATE HOLDER

## 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

(ALC)

**Brady Police Station**

[illegible]



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**SECTION 00 01 01  
PROJECT TITLE PAGE**

**PROJECT MANUAL**

**FOR**

**21146.1 BRADY POLICE STATION**

**ARCHITECT'S PROJECT NUMBER: DESIGN PROFESSIONAL'S PROJECT NUMBER.**

**EIKON CONSULTING GROUP**

**PROJECT LOCATION ADDRESS 2**

**DATE: MM-DD-YYYY**

**PREPARED BY:**

**EIKON CONSULTING GROUP**

**END OF SECTION 00 01 01**

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**SECTION 00 01 02  
PROJECT INFORMATION**

**PART 1 GENERAL**

**1.01 PROJECT IDENTIFICATION**

- A. Project Name: Brady Police Station Renovation, located at 607 W. 11th Street Brady Texas.
- B. The Architect, hereinafter referred to as the Architect: EIKON CONSULTING GROUP
- C. The Owner, hereinafter referred to as Owner: City Of Brady

**1.02 NOTICE TO PROSPECTIVE DESIGN-BUILDERS**

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.
- B. These documents constitute a Notice of Intent to Request Proposals and a Request for Qualifications from prospective Design-Builders for the design and construction of the project described below.
- C. These documents constitute an invitation to prospective Design-Builders to submit qualifications and proposals for the design and construction of the project described below.

**1.03 PROJECT DESCRIPTION**

- A. Summary Project Description: The scope of this project is Interior renovation of an existing facility previously used as a Cafeteria to become the new Brady Police Station. The work includes Demolition of existing interior walls, electrical, mechanical, gas and plumbing. New construction to include interior partitions and exterior areas including gated parking. Some of the exterior glass will be replaced to meet energy code standards. New Plumbing Fixtures for new and renovated restrooms. Office Space to include Lobby, Reception, conference room, Offices, Breakroom, File storage, server room. Other areas: Training Guns Vault, Armory, Evidence Processing, Locker Rooms and shower areas (Men/Women)..
- B. Contract Scope: Construction, demolition, renovation, and hazardous material removal.

**1.04 PROCUREMENT TIMETABLE**

- A. RFQ Documents Available: \_\_\_\_\_.
- B. Pre-Qualification Submission Briefing: \_\_\_\_\_.
- C. Last Request for Information Due: 7 days prior to due date of qualifications statements.
- D. Qualifications Due Date: \_\_\_\_\_, before 4 PM local time.
- E. Qualification Interviews: \_\_\_\_\_.
- F. Notice of Acceptance/Rejection of Qualifications: Within \_\_\_\_\_ after due date.
- G. RFP Documents Available: \_\_\_\_\_.
- H. Pre-Proposal Briefing: \_\_\_\_ at \_\_\_\_.
- I. Pre-Proposal Site Tour: \_\_\_\_ at \_\_\_\_.
- J. Last Request for Substitution Due: 7 days prior to due date of proposals.
- K. Last Request for Information Due: 7 days prior to due date of proposals.
- L. Anticipated Proposal Due Date: mm-dd-yyyy, before 4 PM local time.
- M. Proposal Opening: Same day, 5 PM local time.
- N. Public Exhibition Period: From proposal due date to \_\_\_\_\_.
- O. Pre-Award Interviews: \_\_\_\_\_.
- P. Notice of Award: Within 7 days after due date.
- Q. Proposals May Not Be Withdrawn Until: 30 days after due date.
- R. Contract Time: \_\_\_\_\_ calendar days.
- S. Contract Time: To be stated in bid documents.

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- T. Desired Construction Start: Not later than \_\_\_\_\_.
- U. Desired Substantial Completion Date: Not later than \_\_\_\_\_ calendar days from Notice to Proceed.
- V. Desired Substantial Completion Date: mm-dd-yyyy.
- W. Desired Final Completion Date: Not later than \_\_\_\_\_ calendar days from Notice to Proceed.
- X. Desired Final Completion Date: mm-dd-yyyy.
- Y. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

**1.05 PRE-QUALIFIED PROPOSERS**

- A. Those already qualified to make proposals are:
  - 1. Design-Builder: \_\_\_\_\_.
  - 2. Design-Builder: \_\_\_\_\_.

**1.06 PROCUREMENT DOCUMENTS**

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
  - 1. From Owner at the Project Manager's address listed above.

**1.07 PROPOSAL SECURITY**

- A. Proposals shall be accompanied by a security deposit as follows:
  - 1. Bid Bond in the amount of \$ \_\_\_\_\_ on AIA A310 Bid Bond Form.

**1.08 SIGNATURE**

- A. For: \_\_\_\_\_
- B. By: \_\_\_\_\_
  - 1. Signed: \_\_\_\_\_
  - 2. (Authorized signing officer)

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION 00 01 02**

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**SECTION 00 01 10  
TABLE OF CONTENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- A. 00 01 01 - Project Title Page
- B. 00 01 02 - Project Information
- C. 00 01 10 - Table of Contents
- D. 00 11 13 - Advertisement for Bids
- E. 00 21 13 - Instructions to Bidders
- F. 00 41 00 - Bid Form

**SPECIFICATIONS**

**2.01 DIVISION 01 -- GENERAL REQUIREMENTS**

- A. 01 10 00 - Summary
- B. 01 20 00 - Price and Payment Procedures
- C. 01 21 00 - Allowances
- D. 01 22 00 - Unit Prices
- E. 01 23 00 - Alternates
- F. 01 25 00 - Substitution Procedures
- G. 01 32 16 - Construction Progress Schedule
- H. 01 35 53 - Security Procedures
- I. 01 42 19 - Reference Standards
- J. 01 45 33 - Code-Required Special Inspections
- K. 01 50 00 - Temporary Facilities and Controls
- L. 01 51 00 - Temporary Utilities
- M. 01 52 13 - Field Offices and Sheds
- N. 01 60 00 - Product Requirements
- O. 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions
  - 1. 01 61 16.01 - Accessory Material VOC Content Certification Form
- P. 01 74 19 - Construction Waste Management and Disposal
- Q. 01 76 10 - Temporary Protective Coverings
- R. 01 78 00 - Closeout Submittals
- S. 01 79 00 - Demonstration and Training

**2.02 DIVISION 02 -- EXISTING CONDITIONS**

- A. For Site Utilities, see Division 33
- B. 02 41 00 - Demolition

**2.03 DIVISION 03 -- CONCRETE**

- A. 03 0130.65 - Resurfacing and Rehabilitation of Concrete
- B. 03 10 00 - Concrete Forming and Accessories
- C. 03 20 00 - Concrete Reinforcing
- D. 03 30 00 - Cast-in-Place Concrete
- E. 03 35 11 - Concrete Floor Finishes

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**SECTION 00 11 13  
ADVERTISEMENT FOR BIDS**

**FROM:**

**1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER ): CITY OF BRADY**

- A. Address:  
201 E Main Street  
1. Brady, TX 76825  
Project Location Address 2: 607 W. 11th Street, Brady TX

**1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT ):**

- A. EIKON Consulting Group

**1.03 DATE: \_\_\_\_\_**

**1.04 TO: POTENTIAL BIDDERS**

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at:  
Project Location Address 2  
607 W. 11th Street Brady, TX  
Before \_\_\_\_\_ am local standard time on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, for:  
Brady, Texas
- B. All bidders are required to prequalify to the requirements described in Document 00 21 13 - Instructions to Bidders.
- C. Bid Documents for a Stipulated Sum contract may be obtained from the office of the Owner free of charge upon receipt of a refundable deposit, by cash, in the amount of \$\_\_\_\_\_ for one set.
- D. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- E. The Owner reserves the right to accept or reject any or all offers.

**1.05 SIGNATURE**

- A. For: EIKON CONSULTING GROUP
- B. By: \_\_\_\_\_  
1. Signed: \_\_\_\_\_  
2. (Authorized signing officer)

**ENCL.**

**END OF SECTION 00 11 13**

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**SECTION 00 21 13  
INSTRUCTIONS TO BIDDERS**

**SUMMARY**

- 1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS AVAILABLE AT \_\_\_\_\_.**
- 1.02 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.**
- 1.03 DOCUMENT INCLUDES**
- A. Invitation
    - 1. Bid Submission
    - 2. Intent
    - 3. Work Identified in Contract Documents
    - 4. Contract Time
  - B. Bid Documents and Contract Documents
    - 1. Definitions
  - C. Site Assessment
    - 1. Site Examination
    - 2. Prebid Conference
  - D. Qualifications
    - 1. Qualifications
    - 2. Prequalification
    - 3. Subcontractors/Suppliers/Others
  - E. Bid Submission
    - 1. Bid Depository
    - 2. Submission Procedure
    - 3. Bid Ineligibility
  - F. Bid Enclosures/Requirements
    - 1. Security Deposit

**INVITATION**

**2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of the Architect at \_\_\_\_\_ before \_\_\_\_\_ a.m. local standard time on the \_\_\_\_ day of \_\_\_\_\_.
- B. Bids signed and under seal, executed, and dated will be received at the office of the Owner at \_\_\_\_\_ before \_\_\_\_\_ a.m. local standard time on the \_\_\_\_ day of \_\_\_\_\_.
- C. Offers submitted after the above time shall be returned to the bidder unopened.
- D. Offers will be opened publicly immediately after the time for receipt of bids.
- E. Offers will be opened at \_\_\_\_\_ a.m. on the \_\_\_\_ day of \_\_\_\_\_, at the office of \_\_\_\_\_.
- F. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

**2.02 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to complete a \_\_\_\_\_ located at \_\_\_\_\_ for a Stipulated Sum contract, in accordance with Contract Documents.

**2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction, including general construction Work.

**2.04 CONTRACT TIME**

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.



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- B. Perform the Work in \_\_\_\_ calendar days. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.
- C. Perform the Work within the time stated in Document 00 73 00 - Supplementary Conditions.
- D. Perform the Work within the time stated in Section 01 10 00 - Summary.
- E. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.
- F. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.

### **BID DOCUMENTS AND CONTRACT DOCUMENTS**

#### **3.01 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in \_\_\_\_\_ including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

#### **3.02 CONTRACT DOCUMENTS IDENTIFICATION**

- A. Contract Documents are identified as Project Number \_\_\_\_, as prepared by Architect who is located at \_\_\_\_\_, and with contents as identified in the Table of Contents.
- B. Contract Documents are identified as \_\_\_\_\_.

#### **3.03 AVAILABILITY**

- A. Bid Documents may be obtained at the office of Architect which is located at \_\_\_\_\_.
- B. Bid Documents may be obtained at the office of Owner which is located at \_\_\_\_\_.
- C. Bid documents may be obtained at \_\_\_\_\_.
- D. One sets of Bid Documents can be obtained by general contract and \_\_\_\_\_ subcontract bidders free of charge upon receipt of a refundable deposit, by cash, in the amount of \_\_\_\_\_ for one set.
- E. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within 7 days of bid submission. Failure to comply will result in forfeiture of deposit.
- F. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

#### **3.04 EXAMINATION**

- A. Bid Documents may be viewed at the office of Architect which is located at \_\_\_\_\_.
- B. Bid Documents may be viewed at the office of Owner which is located at \_\_\_\_\_.
- C. Bid Documents may be viewed at \_\_\_\_\_.
- D. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- E. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

#### **3.05 INQUIRIES/ADDENDA**

- A. Direct questions to \_\_\_\_\_, email; \_\_\_\_\_.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.

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- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and \_\_\_\_\_.

### 3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- B. Substitute products will be considered if submitted as an attachment to the Bid Form. Approval to submit substitutions prior to submission of bids is not required.
- C. Submit substitution requests by completing the form in Section 00 43 25 - Substitution Request Form - During Procurement; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- E. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- F. The submission shall provide sufficient information to determine acceptability of such products.
- G. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- H. Provide products as specified unless substitutions are submitted in this manner and accepted.
- I. See Section 01 60 00 - Product Requirements for additional requirements.

### SITE ASSESSMENT

#### 4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: \_\_\_\_\_.
- C. The bidder is required to contact Architect at the following address and phone number in order to arrange a date and time to visit the project site: \_\_\_\_\_.
- D. A visit to the project site has been arranged for bidders as follows: \_\_\_\_\_
- E. The currently occupied premises at the project site are open for examination by bidders only during the following hours:
1. Monday through Friday: \_\_\_\_\_ to \_\_\_\_\_.
  2. Weekends: \_\_\_\_\_ to \_\_\_\_\_.
- F. To assist bidders in assessing subsoil conditions at site, a test hole will be dug at \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m.

#### 4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for \_\_\_\_\_ a.m. on the \_\_\_\_\_ day of \_\_\_\_\_ at the location of \_\_\_\_\_.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

## QUALIFICATIONS

### 5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State and \_\_\_\_\_.
- B. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit AIA A305.

### 5.02 PREQUALIFICATION

- A. Bidders shall complete and submit Qualification Form \_\_\_\_\_ to the Architect on or before \_\_\_\_\_ a.m. on the \_\_\_\_\_ day of \_\_\_\_\_.
- B. Bidders shall complete and submit Qualification Form \_\_\_\_\_ to the Owner on or before \_\_\_\_\_ a.m. on the \_\_\_\_\_ day of \_\_\_\_\_.
- C. Acceptance or rejection of this submittal will be made within 48 hours thereafter.

### 5.03 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

## BID SUBMISSION

### ~~6.01 BID DEPOSITORY~~

- A. The \_\_\_\_\_ Bid Depository system of bid collection shall be used for all trades.
- B. The rules and regulations of this bid deposit system, in force on the day of bid submission shall apply.

### 6.02 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Double Envelope: Insert the closed and sealed Bid Form envelope plus requested security deposit, qualification forms, \_\_\_\_\_ in a large opaque envelope and label this envelope as noted above.
- D. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- E. An abstract summary of submitted bids will be made available to all bidders following bid opening.

### 6.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.
- D. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

**BID ENCLOSURES/REQUIREMENTS**

**7.01. ~~SECURITY DEPOSIT~~**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond in the amount of \$ \_\_\_\_\_ on AIA A310 Bid Bond Form.
  - 2. Certified check in the amount of \$ \_\_\_\_\_.
  - 3. Negotiable security in the amount of \$ \_\_\_\_\_.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse the certified check in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- E. Include the cost of bid security in the Bid Amount.
- F. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- G. If no contract is awarded, all security deposits will be returned.

**7.02 CONSENT OF SURETY**

- A. Submit with the Bid: \_\_\_\_\_.

**7.03 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide a Performance bond as described in 00 73 00 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

**7.04 INSURANCE**

- A. Provide an executed "Undertaking of Insurance" on the form provided stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

**7.05 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.
- B. Taxes: Refer to Document 00 73 00 - Supplementary Conditions for inclusion of taxes, procedures for tax rebate claims, products that are tax exempt, and \_\_\_\_\_.

**7.06 FEES FOR CHANGES IN THE WORK**

- A. Include the fees for overhead and profit on own Work and Work by subcontractors, identified in Document 00 73 00 - Supplementary Conditions .
- B. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.
- C. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

**7.07 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary

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of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

### **7.08 ADDITIONAL BID INFORMATION**

- A. The lowest bidder will be requested to complete the Supplements To Bid Forms within 24 hours after submission of bids.
- B. Submit the following Supplements concurrent with bid submission:
  1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
  2. Document 00 43 22 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
  3. Document 00 43 23 - Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section \_\_\_\_\_.
  4. Document 00 43 25 - Substitution Request Form - During Procurement.
  5. Document 00 43 27 - Separate Prices Break-Out Form: Include a listing of separate prices as specifically requested in the Contract Documents.
  6. Document 00 43 73 identifies the Bid Amount segmented into portions as requested.
  7. Document 00 43 34 - Proposed Mechanical Products Form.
  8. Document 00 43 35 - Proposed Electrical Products Form.
  9. Document 00 43 33 - Proposed Products Form.
  10. Document 00 43 28 - Items Eligible For Tax Rebate Form.
- C. Submit the following Supplements \_\_\_\_\_ hours after bid submission:
  1. Document 00 43 36 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.
  2. Document 00 43 22 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
  3. Document 00 43 23 - Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section \_\_\_\_\_.
  4. Document 00 43 25 - Substitution Request Form - During Procurement.
  5. Document 00 43 27 - Separate Prices Break-Out Form: Include a listing of separate prices as specifically requested in Contract Documents.
  6. Document 00 43 73 - Proposed Schedule of Values Form identifies the Bid Amount segmented into portions as requested.
  7. Document 00 43 34 - Proposed Mechanical Products Form.
  8. Document 00 43 35 - Proposed Electrical Products Form.
  9. Document 00 43 33 - Proposed Products Form.
  10. Document 00 43 28 - Items Eligible For Tax Rebate Form.

### **7.09 SELECTION AND AWARD OF ALTERNATES**

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.
- C. Bids will be evaluated on the total of the base bid price and all of the Alternates. After determination of the successful bidder, consideration will be given to which Alternates will be included in the Work.

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**OFFER ACCEPTANCE/REJECTION**

**8.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

**8.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

**END OF SECTION 00 21 13**

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SECTION 00 41 00  
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name \_\_\_\_\_  
1. Address \_\_\_\_\_  
2. City, State, Zip \_\_\_\_\_

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by \_\_\_\_\_ for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
- ~~C. We have included the required security deposit as required by the Instruction to Bidders.~~
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.  
1. The cost of the required performance assurance bonds is \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
- E. All applicable federal taxes are included and State of \_\_\_\_\_ taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:
- ~~B. Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed.~~
- C. Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)
- ~~D. Complete the Work by the \_\_\_\_\_ day of \_\_\_\_\_.~~
- ~~E. Complete the Work by the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (Bidder to enter day, month, and year.)~~
- ~~F. Complete the Work by \_\_\_\_\_.~~
- G. Complete the Work by \_\_\_\_\_ (Bidder to enter completion date or time frame.)



EIKON Consulting Group

**1.06 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- C. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- D. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- E. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....
- F. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

**1.07 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
  2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 15% of the overhead and profit percentage noted above.

**1.08 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.09 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
1. Subcontractors: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
  2. Unit Prices: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
  3. Alternates: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**1.10 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. \_\_\_\_\_
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. \_\_\_\_\_
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. \_\_\_\_\_
- I. (Authorized signing officer, Title)

**1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION 00 41 00

EIKON Consulting Group

SECTION 00 41 00  
BID FORM

THE PROJECT AND THE PARTIES

1.01 DATE: 9/28/2023 (BIDDER TO ENTER DATE)

1.02 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Waldrop Construction  
1. Address 3200 4th street  
2. City, State, Zip Brownwood, TX 76801

1.03 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by WC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- B. one million nine hundred eight five thousand dollars  
8 20/100 dollars  
(\$ 1,985,000.00), in lawful money of the United States of America.

- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

1. The cost of the required performance assurance bonds is twenty four thousand seven hundred one dollars  
(\$ 24,071.00), in lawful money of the United States of America.

- D. All applicable federal taxes are included and State of 0 taxes are included in the Bid Sum.

- E. All Cash and Contingency Allowances described in Section 01 21 00 - Allowances are included in the Bid Sum.

1.04 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

- B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed of this bid.

- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.05 CONTRACT TIME

- A. If this Bid is accepted, we will:

- B. Complete the Work in 45 calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

1.06 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

- B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE

C. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

D. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

E. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

F. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \$ .....

**1.07 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10 percent overhead and profit on the net cost of our own Work;
  2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 2% of the overhead and profit percentage noted above.

**1.08 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 8/25/2023 Addendum # 3 Dated 9/15/2023
  2. Addendum # 2 Dated 9/12/2023 Addendum # 4 Dated 9/25/2023

**1.09 BID FORM SUPPLEMENTS**

- A. The following information is included with Bid submission:
1. Subcontractors: \_\_\_\_\_
  2. Unit Prices: \_\_\_\_\_
  3. Alternates: \_\_\_\_\_

**1.10 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of  
B. Waldrop Construction  
C. (Bidder - print the full name of your firm)  
D. was hereunto affixed in the presence of:  
E. Sam Waldrop, President  
F. (Authorized signing officer, Title)  
G. (Seal) [Signature]  
H. \_\_\_\_\_  
I. (Authorized signing officer, Title)



- 1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

Bid or  
Proposal  
Bond

## Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,  
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Waldrop Construction CO., INC.  
PO BOX 1000, Brownwood, TX 76804, as Principal, and  
the Westfield Insurance Company, an Ohio Corporation, with its principal office at Westfield  
Center, Ohio, as Surety, are held and firmly bound unto City of Brady  
201 E Main Street, Brady, TX 76825, as Obligee, in  
the penal sum of 5% of the bid amount\*\*\*\*\* DOLLARS,  
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Brady Police Station Project

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a  
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety  
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered  
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the  
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 30th day of August, 2023.

Waldrop Construction Co., INC.

Principal

By: 

**Westfield Insurance Company**

By: 

Lanie Spears

, Attorney-in-fact

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**LANIE SPEARS**

of **EARLY** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of JULY A.D., 2023.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of JULY A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of August A.D., 2023



Frank A. Carrino, Secretary