

ACKNOWLEDGEMENT OF REQUIRED ATTACHMENT COMPLETION

Please acknowledge by signing and dating that you have seen the addenda posted with the bid on <https://www.angleton.tx.us/>.

General Specifications and Acknowledgement _____ Date Received 09 / 01 / 2022
MM DD

Bid Tabulation _____ Date Received 09 / 01 / 2022
MM DD

Addenda A #1 _____ Date Received 09 / 12 / 2022
MM DD

Addenda B _____ Date Received ____ / ____ / 2022
MM DD

Addenda C _____ Date Received ____ / ____ / 2022
MM DD

Addenda D _____ Date Received ____ / ____ / 2022
MM DD

Addenda E _____ Date Received ____ / ____ / 2022
MM DD

GENERAL SPECIFICATIONS AND ACKNOWLEDGMENT

Bidder shall complete every space in the bidder proposal column with either a check mark to indicate the item being bid is exactly as specified or a description to indicate any deviation of item being bid from the specifications.

Item #	Description of Requirements	Bidder's Initials
1	The Contractor will furnish all necessary labor, materials, equipment, services, transportation, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Prices shall be inclusive of all costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	SS
2	A walk-through is required, and the site visitation form shall be submitted with this bid. (Attached)	SS
Working in Angleton		
3	Contractors shall understand that one of the main emphases of this community is the preservation of the natural existing environment-that is the trees, bushes, wildflowers, and wildlife, and to enhance it by additional landscaping and the development of the lakes and open space. No one can replace what nature has created, and to preserve this beauty City of Angleton expects contractor cooperation. No trees should be unnecessarily removed or damaged. No trash, lumber, etc. can be dumped onsite. No vehicles, etc. can be parked except in designated areas assigned by the Project Manager.	SS
Standard of Conduct		
4	Each employee will be identified by a company uniform (shirt, pants, and cap) and vehicles will be clean and all marked with company name.	SS
5	Safety of residents and visitors is of the utmost importance. It will be the contractor's responsibility to secure areas where the work is taking place.	SS
6	Contractor shall behave and operate in an environmentally sound and professional way, as to not create damage or cause exposure by virtue of negligence or omission.	SS
7	Contractor is responsible for repairing any damage to facilities, grounds or landscape that occurred because of the work.	SS
8	Equipment must be well maintained and in good condition.	SS
Contractor's Responsibility		
9	Prior to start of work, successful bidder will obtain all necessary permits, certificates and/or licenses as required by law to fulfill contractual obligations to the City. City of Angleton permit fees will be waived.	SS
10	Contractor is responsible for locating all utilities prior to construction and providing written notification to owner prior to construction if applicable.	SS
11	Contractor is responsible for repairing any damage to facilities, fixtures, grounds, landscape, or any vehicles parked at the facilities that occurred because of the contractor performed work.	SS
12	Contractor is responsible for maintaining perimeter safety in and around the work area while work is being performed.	SS
13	Contractor is responsible for the legal disposal and cost of debris removal.	SS

14	Bidders should carefully examine the bid documents, specifications, and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from specifications, or other documents, or be in doubt as to their meaning, he should at once notify Angleton and obtain clarification prior to submitting a bid.	SS
15	The Contractor shall coordinate use of premises under direction of Angleton's representative. The Contractor shall assume full responsibility for the protection, and safekeeping of products for this project and shall not store any materials on job site.	SS
16	All construction management and administration shall be included.	SS
17	Contractor must ensure user's safety when performing services in and around location. The contractor shall be responsible to secure area where work is taking place and for coordination of all work so as not to create any undue interruptions of the normal operation of the area.	SS
Insurance and Taxes		
18	No taxes shall be included in the bid price since City of Angleton is exempt from all sales tax. City of Angleton will provide selected vendor applicable proof of sales tax exemption.	SS
19	Contractor's performing work on City property on behalf of the City of Angleton shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It is required that the required insurance be maintained at all times during the performance of the contract.	SS
20	All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Angleton.	SS
21	Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.	SS
22	The types and amounts of insurances required are found in Addenda B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.	SS
Communication		
23	Bidder shall be capable of receiving communication and orders by web, e-mail, and via phone call/message. Contractor(s) are expected to be in contact (email and phone) and weekly meetings with appointed project manager for City of Angleton. Additional meetings may be required between contractors selected regarding project related issues.	SS

	Bonds	
24	A Bid Bond is required for this project. All bids shall be accompanied by a cashier's check, or certified check drawn upon a National or State bank, in the amount of 10% of the total bid amount of the contract (inclusive of all Bid Alternates), payable to Angleton, or a bid bond in the same amount, from a reliable surety company, as a guarantee that the bidder will enter into a contract.	SS
25	Contractor is required to provide City of Angleton a payment bond in the full amount of the contract prior to the commencement of work, with premiums fully paid in advance by the contractor. The bonds will be on forms and drawn on sureties acceptable to City of Angleton and are included in the total project cost(s).	SS
	Sub-contractors	
26	All construction shall be performed by the approved contractor or sub-contractor. A list of sub-contractors shall be submitted with the bid. If no sub-contractors are outlined in the proposal, no substitutions of sub-contractors will be permitted.	SS
	Certificate of Interested Parties & Conflict of Interest Questionnaire	
27	Please be advised in compliance with State of Texas Government Code, Section 2252.908, the successful business entity awarded a contract by the City of Angleton must complete Form 1295 - "Certificate of Interested Parties" - and must provide a signed and notarized printed copy of the form and a separate certification of filing. The form can be found at www.ethics.state.tx.us	SS
28	Please be advised that in accordance with State of Texas Local Government Code Chapter 176, Bidder must submit Form CIQ (attached) with the bid submission.	SS
	Compliance with Laws	
29	At Contractor's own cost and expense, Contractor shall comply with all laws, ordinances, rules, and regulations of the federal, state, local, Americans with Disabilities Act, Federal Transportation Administration including Section 9 below, and OSHA authorities and departments relating to or affecting the work hereunder, and shall secure and obtain all permits, licenses, certifications and consents as may be necessary in connection therewith.	SS
30	Contractor shall furnish to Angleton copies of said licenses, permits and insurance certificates prior to the commencement of any work hereunder.	SS
31	Contractor shall use EPA approved materials and be prepared to provide MSDS sheets for any materials utilized during the project.	SS
32	For this project, Contractor and subcontractors must pay the local general prevailing wages. This includes the rate for overtime work and legal holidays. Laborers or employees must be paid at or above the prevailing local wages. The minimum wage will be specified by City of Angleton and can be found on City of Angleton website.	SS
33	All work, repairs, preventative maintenance, and installations shall be made in compliance with the appropriate Certifications, Laws, and Codes as adopted by the State of Texas.	SS
34	Traffic control, where and when needed, must meet the requirements of all state and local laws and regulations shall be included as part of the unit cost.	SS
	Payment	
35	Payment will be paid by City of Angleton within thirty (30) calendar days after the invoice is received based on the Accounts Payable calendar which will be provided to the successful contractor.	SS

Qualifications		
36	Contractor shall provide at least three (3) references that received similar services. City of Angleton reserves the right to contact any of the organizations or individuals listed. Information provided shall include: Client name Project description Project start and end dates Client project manager name, telephone number and e-mail address	SS
37	Quality Assurance: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.	SS
38	All work shall be performed by the approved contractor or sub-contractors who have a minimum of 5 years' experience in like projects. A list of sub-contractors shall be submitted with the Bid. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of City of Angleton.	SS
39	The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by City of Angleton to Contractor.	SS
Approvals		
40	An award of contract is subject to City of Angleton City Council approval.	SS
Project Scope		
41	All project management and administration shall be included.	SS
42	Contractor is solely responsible for the storage of materials and equipment for the project. In the event that an area is made available near or at the job site, City assumes no responsibility or liability for Contractors' materials, equipment or other items stored. City does not guarantee security of the site. Please note, citizens and City employees may be present in or in close proximity to the work area during regular business/work hours.	SS
43	Contractor is responsible for maintaining a clean and safe construction area with suitable barriers to keep the public out of the area during work.	SS
44	Contractor is responsible for daily clean-up and general housekeeping of the worksite to the satisfaction of a City of Angleton representative. Proper disposal of all materials is the sole responsibility of the contractor. No refuse containers will be provided by the City.	SS
45	Contractor is solely responsible for furnishing all materials, equipment, labor, insurance, and supervision.	SS

CITY OF ANGLETON TENNIS COURT REHABILITATION

Bid Tabulation Form

*Proposal is required to disclose itemized costs

PROJECT	UNIT	# UNITS	COST
Base Bid from Pricing Schedule	LUMP SUM	1	54 000.00
BID BOND	LUMP SUM	1	0
PAYMENT BOND	LUMP SUM	1	1620.00
TOTAL			* 55 620.00

City of Angleton Bidder Acknowledgement

I, Sandra Speck, certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Signature 

Title President

Address 1936 Old Holzworth Spring TX

E-mail address _____

Date 9/12/2022

Name (please print) Sandra Speck

Company Name Classis Sports

Phone Number 281 687 0384

Cell Phone Number same

ATTACHMENT A - CITY OF ANGLETON TENNIS COURT REHABILITATION

Visit of the tennis courts to be repaired and resurfaced required as a condition of this bid. Each contractor is required to submit the Site Visitation Form as part of the bid submittal. Failure to submit the form will result in the bid being deem unresponsive.

I, Sandra Speck, certify that I inspected the site regarding the **City of Angleton Tennis Court Rehabilitation**.

9/6/2022
Date of Visit

11:00 am/pm Time of Visit

Sandra Speck
Signature

Sandra Speck
Name (please print)

Classic Sports
Company

ATTACHMENT B - CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; color: blue; text-align: center;">Classic Sports</p>	Date Received 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 _____</p> <p style="font-size: 0.8em; color: gray;">Signature of vendor doing business with the governmental entity</p>		<p style="font-size: 1.2em; color: blue;">9/12/2022</p> <p style="font-size: 0.8em; color: gray;">Date</p>

ATTACHMENT C - REFERENCES

Please provide information from three (3) references

1. Agency/Company: City of Katy
Contact Name: Kevin Browne
Contact Phone: 281 391 4092
Project description: Tennis Court Resurfacing
Project start and end dates: August 1 2022 start / August 26 2022 complete

2. Agency/Company: Aldine ISD
Contact Name: Dean Colburn
Contact Phone: 281 985 6100
Project description: Resurfaced 18 Tennis Courts
Project start and end dates: June 1 2022 start / June 25 2022 completed

3. Agency/Company: The Woodlands Township
Contact Name: Michelle Betcher
Contact Phone: 281 210 3903
Project description: Resurface 11 tennis Courts
Project start and end dates: April 18 2022 start / May 6 2022 completed

ATTACHMENT D - INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers reasonably acceptable to the Owner in the minimum amounts outlined below:

- A. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of any accident related to the Work.
- B. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - a. XCU Coverage,
 - b. Contractual Liability Coverage,
 - c. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment, and extending for at least two (2) years from that date, and
 - d. (X), (C) and (U) exclusions shall be removed.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. Contractor shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that Contractor considers necessary. Contractor will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$500,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Angleton accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Section 7 shall contain a clause waiving any right of subrogation against City of Angleton. Insurance policies under (b), and (c), shall include City of Angleton as an additional insured.
- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
 - a. City of Angleton shall be named as an additional insured with respect to General Liability and Automobile Liability.
 - b. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - c. A waiver of subrogation in favor of City of Angleton shall be contained in the Workers Compensation and all liability policies.
 - d. All insurance policies shall be endorsed to require the insurer to immediately notify City of Angleton of any material change in the insurance coverage.
 - e. All insurance policies shall be endorsed to the effect that City of Angleton will receive at least sixty- (60) days' notice prior to cancellation or non-renewal of the insurance.
 - f. All insurance policies, which name City of Angleton as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - g. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - h. Contractor may maintain reasonable and customary deductibles, subject to approval by City of Angleton.
 - i. Insurance must be purchased from insurers that are financially acceptable to City of Angleton.

- G. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent

and shall contain provisions representing and warranting the following:

- a. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Angleton.
- c. All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.

Contractor shall, before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30) days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



MCKECON-01

ASHEPPARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/13/2022

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 Hibbs - Hallmark & Co 6750 Hillcrest Plaza Suite 219 Dallas, TX 75230	CONTACT NAME: Cynthia Reid PHONE (A/C, No, Ext): (972) 385-3726 2922 E-MAIL ADDRESS: cynthia.reid@hibbshallmark.com	FAX (A/C, No): (972) 385-3245
	INSURER(S) AFFORDING COVERAGE	
INSURED Classic Sports LLC 1936 Old Holzwarth Rd, Spring, TX 77388	INSURER A: Burlington Ins Co	NAIC # 23620
	INSURER B: Progressive County Mutual (PM)	29203
	INSURER C: Hartford Accident and Indemnity Co.	22357
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	4/25/2022	4/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	4/18/2022	4/18/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	[REDACTED]	4/18/2022	4/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 City of Angleton 121 S. Velasco Angleton, TX 77515	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
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Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1593824767100
Approval Date: October 5, 2021
Scheduled Expiration Date: July 31, 2024

In accordance with the Memorandum of Agreement between the
CITY OF HOUSTON
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

Mckenna Contracting, Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **October 5, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into the City of Houston's program, you must immediately (within 30 days of such changes) notify the City of Houston's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the City of Houston's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

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

Classic Sports
Spring TX 77386, TX United States

Certificate Number:
2022-932802

Date Filed:
09/13/2022

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

City of Angleton

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

P-20220901
City of Angleton Tennis Court Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Speck, Sandra	Spring, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Sandra Speck, and my date of birth is 06-01-1961.

My address is 3207 W. Benders Landing, Spring, TX, 77386, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 12 day of Sept, 2022.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity (Declarant)

 **AIA® Document A310™ – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Classic Sports, LLC
1936 Old Holzwarth Road
Spring, TX 77388

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

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201

OWNER:*(Name, legal status and address)*

City of Angleton
121 South Velasco Street
Angleton, TX 77515

BOND AMOUNT: \$ Ten Percent of the Amount Bid (10%)**PROJECT:***(Name, location or address, and Project number, if any)*

City of Angleton Tennis Court Rehabilitation
Bid NO. P-20220901
Angleton, TX

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 into 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 to be 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 herefrom 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.

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init

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User Notes:

(1647925336)

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Signed and sealed this 13th day of September, 2022

Classic Sports, LLC

(Principal)

(Seal)

(Witness)

(Title)

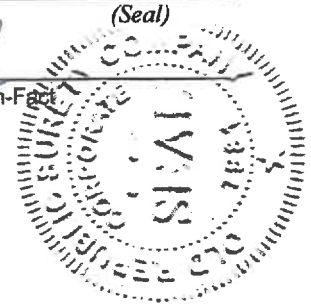
Old Republic Surety Company

(Surety)

(Seal)

(Witness) Linda Druml

(Title) David F. Druml, Attorney-in-Fact



Int.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

David F. Druml, Horace A. Nabers of Foster City, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of August, 2020

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of August, 2020, personally came before me, Alan Pavlic and Karen J. Haffner

to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31 1473



Signed and sealed at the City of Brookfield, WI this 13th day of September, 2022.

Karen J. Haffner
Assistant Secretary

URSC 22262 (3-06)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

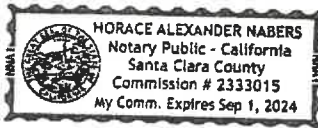
On 9/13/2022 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Horace Alexander Nabers*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____