



RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Falkenberg Construction Co., Inc.
of 2435 109th Street, Grand Prairie, TX 75050
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Texas, are held and firmly bound unto
City of Hutchins, 321 N. Main Street, Hutchins, TX 75141, as Obligee, in the penal sum of
Five Percent of the Greatest Amount Bid (5% GAB),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Obligee on a contract for Hutchins Gateway Signs/Hutchins, Texas
Hutchins, TX 75141; Project #2316.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 17th day of April, 2025.

Falkenberg Construction Co., Inc.
Principal
By: [Signature]

RLI Insurance Company
By: [Signature]
Peggy Hogan,
Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:
RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612
309-692-1000

C0006304-10.0

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Steven Lott, Barton Russ, Bret Tomlinson, Sheri R. Allen, Peggy Hogan, Sherrel Breazeale, jointly or severally

in the City of Dallas, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 24th day of January, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Eric Raudins

Sr. Vice President

State of Illinois
County of Peoria

} SS

On this 24th day of January, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jill A. Scott

Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 17th day of April, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Jeffrey D. Fick

Corporate Secretary



RLI Insurance Company
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

Texas Policyholder Notice

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may also write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al 800-645-2402.

Usted tambien puede escribir a **RLI Insurance Company**:

9025 N. Lindbergh Drive
Peoria, IL 61615
FAX # 309-683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

PROPOSAL FORM

PROPOSAL OF Falkenberg Construction Co., Inc
(Name of Bidder)

PROPOSAL FOR THE HUTCHINS GATEWAY SIGNS

Mr. Mamun Yusuf, PE
Director of Public Works
City of Hutchins
Hutchins, Texas

The undersigned hereby proposes to furnish all supervision, labor, material, equipment, tools and necessary accessories for the construction of the **HUTCHINS GATEWAY SIGNS** project in the Drawings, Project Manual and Addenda as prepared by RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP dated March 6, 2025, Architect's Project Number 2316.

The undersigned hereby proposes to furnish all of the above for the lump sum BASE BID amount of:

TOTAL BID

Two Hundred Thirty Seven Thousand Six Hundred Twenty Six and 50/100 ----- Dollars \$ 237,626.50

NOTE: Amounts shall be shown in both words and figures. In case of discrepancies, the amount in words shall govern.

EXTRA WORK: Should any change in the work or extra work be ordered, the following applicable percentage shall be added to the material and labor costs to cover overhead and profit. It is understood that the terms "overhead" and "profit" are defined in the General and Supplementary General Conditions.

Allowance to Contractor for overhead and profit for extra work performed by the Contractor and supervised by the undersigned 15 %.

Allowance to Contractor for overhead and profit for extra work performed by a Subcontractor and supervised by the undersigned 15 %.

ADDENDA: The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addenda Number 1 dated 03/26/2025

Addenda Number 2 dated 04/09/2025
Addenda Number _____ dated _____
Addenda Number _____ dated _____
Addenda Number _____ dated _____

BID SECURITY: Bid security must accompany each proposal. Bid security shall be made to the City of Hutchins, Texas in the amount of five percent (5%) of the proposal sum. Security shall be either a certified check or bid bond by surety licensed in Texas.

The successful bidder's security will be retained until he has signed the contract and payment and performance bonds have been executed. The Owner reserves the right to retain the security of the next two lowest bidders until the low bidder enters into contract or until forty-five (45) days after bid opening, whichever comes first. All other bid securities will be returned as soon as practicable. If any bidder refuses to enter into a contract, the Owner will retain his bid security as liquidated damages, but not as a penalty.

MODIFICATION AND WITHDRAWAL: A bid may not be modified, withdrawn or canceled by the Bidder during the period of 45 days following the time and date designated for the receipt of Bids.

SALES TAX EXEMPTION: The Owner qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the Contractor shall not pay such taxes which would otherwise be payable in connection with the performance of this contract.

The Contractor shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of all materials, supplies, equipment, and other tangible personal property incorporated into the real property being improved; and all materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing the contract with the Owner.

Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the contract with the Owner are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the Contractor must name the Owner and the project for which the equipment, material, and supplies are being purchased, leased, or rented.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: The undersigned agrees that upon notice of acceptance of the Bid, to deliver to the Owner an executed Performance Bond and later, the Labor and Material Bond, per the attached example, within ten (10) days from notice.

CONTRACT: The undersigned agrees that upon notice of acceptance of the Bid, to deliver to the Owner an executed Contract, per the attached example, within ten (10) days from notice.

INSURANCE: The undersigned agrees within ten (10) days after the Contract is executed, to deliver to the Owner the certificates of insurance and original insurance policies required in the Specifications.

TIME OF COMPLETION: The undersigned agrees to commence work under this Contract within ten (10) days after the issuance of the "Notice to Proceed" from the Owner and to complete such work within 60 calendar days from date of such notice. (Contractor to fill in figures.) Time to complete the contract shall begin on the tenth (10th) day after the issuance of the "Notice to Proceed."

ACKNOWLEDGMENTS: The undersigned hereby declares that he has visited the site, has had sufficient time to make all tests and investigations, has carefully examined the Plans, Specifications and Contract Documents, and has become familiar with all conditions to arrive at an intelligent estimate of the cost of performing the Work and that he agrees to do the work for the sums set in this Proposal.

UNIT PRICES: It is further agreed that the quantities of the work to be done and materials to be furnished may be increased or decreased as necessary due to existing site conditions and that all quantities of work, whether increased or decreased, shall be performed at the unit prices set forth below.

All labor, materials and equipment required to construct this portion of the project shall be included in unit prices.

Unit prices may be given on each item in the following schedule, regardless of whether the quantities are shown and should any items be omitted, the right is reserved to apply the lowest price submitted by other bids.

UNIT PRICE NUMBER 1: Add per lineal foot for drilled piers the sum of :

_____ \$ 10.00

UNIT PRICE NUMBER 2: Delete per lineal foot for drilled piers the sum of :

_____ \$ 10.00

UNIT PRICE NUMBER 3: Add per pier for casing of drilled Piers the sum of :

_____ \$ 30.00

Respectfully submitted,

Corporations only fill in the following:

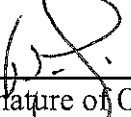
Falkenberg Construction Co., Inc
Legal Name of Corporation:

Texas
State of Incorporation:

2435 109th St.
Street Address

Grand Prairie, TX. 75050
City, State, Zip Code

Will Schaule
Name of Officer - (typed)


Signature of Officer

Pre-Construction Manager
Title

04/17/2025
Date

Seal of Corporation:

Witness
Andres Puente
Name of Witness - (typed)

2435 109th St
Street Address

Grand Prairie, TX. 75050
City, State, Zip Code


Signature

4/17/25
Date

Bidders other than Corporations fill in the following:

Legal Name of Bidding Firm:

Street Address

City, State, Zip Code

Name of Officer - (typed)

Signature of Officer

Title

Date

April 17, 2025

City of Hutchins
Mamum Yusuf
Dowdy Ferry and I-45
Hutchins, Texas. 75141

Proposal No.: 163.25

Reference: Hutchins Gateway Signs

Attention: Mamum Yusuf

We propose to furnish labor, material and equipment to for the Hutchins Gateway Signs as discussed during site visit and for the lump sum as follows:

Proposal Breakdown		
Base Bid		\$226,952.68
Bond	2.50%	\$5,673.82
Owner Contingency		\$5,000.00
TOTAL		\$237,626.50

Two Hundred Thirty Seven Thousand Six Hundred Twenty Six and 50/100 ----- Dollars

I. Documents:

- A. Drawings: Hutchins Gateway Signs by Ron Hobbs Architecture March 6th. 2025
Addendum 1 dated 03/26/2025
Addendum 2 dated 04/09/2025
B. Specifications: Hutchins Gateway Signs - Permit Specifications Dated March 6th, 2025

II. Scope of Work:

Demolition

Remove Gateway Signs and Support Post
Trash clean up and haul
Remove existing gravel, ftade area to drain

Concrete - As per plans and specs

Concrete Footings/ Foundation
Concrete Piers

Masonry - As per plans and specs

2 Units
8" CMU Block, Gray Unfinished - Approx 430 sq.ft
Thin Stone Veneer: BBDO Quarries, Sonoma Latte Blend, Coursed Ashlar, 1-1/2"
to 2" Thick x Random Lengths 12" to 24" x 6" Heights, Sawed Top, Back &
Bottom, Chopped Face -- approx. 215' sqft
Cast Stone: Wall Cap
Grout, Rebar, Wire, Mortar
Mock-Up

Aluminum Composite Panels - As per plans and specs

Install Alpolic PE Core Aluminum Composite Panel on clip system
Included 16-gauge hat channels

Joint Sealants

Fluid Applied Waterproofing on CMU Face
Based on Sikalastic HLM 5000 GC
Includes Exterior Wall Control Joints at Vertical Masonry Conditions
Includes Exterior Dissimilar Transition Joints

Landscape and Irrigation

Install Sod to match existing
Tree Removal, grind to stump

III. Exclusions:

Sales tax, overtime, permit fees
Sign Purchase and Install to be provided by Owner
Exclude any irrigation work

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Andres Puente
Asst. Estimator