

PROJECT MANUAL

CITY OF SANGER

Request for Proposal

Porter Park Softball Field Renovations

RFP # 2023-02

Sanger, Texas



October | 2022

Parkhill Project # 03815622



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

North Rock Construction, LLC
521 S. Loop 288, Suite 125
Denton, TX 76201

OWNER:

(Name, legal status and address)

Town of Sanger
502 Elm Street
Sanger, TX 76266

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

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.

BOND AMOUNT: Five Percent of the Greatest Amount Bid (5% G.A.B.)

PROJECT:

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

Porter Park Softball Field Renovations

Project Number, if any: **RFP #2023-02**

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.

Signed and sealed this **6th** day of **December, 2022**

(Witness)

(Witness) **Veronica Ramos, Witness**

North Rock Construction, LLC

(Principal)

(Seal)

(Title)

American Alternative Insurance Corporation

(Surety)

(Seal)

(Title) **Brady K. Cox, Attorney-in-Fact**

Init.

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Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

essuretyuwsupport@munichre.com

or

Mail to: Munich Re Specialty Insurance
437 Madison Avenue, 26th Floor
New York, NY 10022
Attn: Surety Bond Claims

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; Blaine Allen; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Drew Green; Sam Freireich; Brock Anglin; Cindy Alford; and Yamillec Ramos

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jilian Sanfilippo
Jilian Sanfilippo, Notary Public
State of New Jersey

My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 6th day of December, 20 22.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera

Ignacio Rivera (Sep 24, 2021 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

PROPOSAL SUBMITTAL CHECK LIST

Interested parties MUST submit one (1) proposal marked as original, one (1) copy, and one (1) flash drive (a single consolidated electronic file) that includes all of the following items listed below for consideration. The submission should be in the order stated below.

	ITEM	CHECK LIST
1	Proposal Submittal Check List	✓
2	Bid Proposal Form	✓
3	Bid Bond	✓
4	Qualifications Statement	✓
5	Certificate of Insurance and Indemnification	✓
6	Historically Underutilized Business Questionnaire	✓
7	NO BOYCOTT Verification Form	✓
8	Proposed Construction Schedule	✓

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

K. Williamson
Authorized Signature

President
Title

Kenneth Williamson
Print/Type Name

12/6/22
Date

BID PROPOSAL

BIDDER: North Rock Construction LLC

ADDRESS: 521 S Loop 288 Suite 125
Denton, Tx 76205

PHONE: 940-220-5500

PRIMARY CONTACT: Kenneth Williamson

PROJECT IDENTIFICATION:

JOHN PORTER SPORTS PARK SOFTBALL FIELD RENOVATIONS Parkhill Project No. 8156.22

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Proposal guaranty. This Proposal will remain subject to acceptance for 90 calendar days after the day of opening Proposals. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within three (3) calendar days after the date of Owner's Notice of Award.

3. In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Dated	Received	Number
<u>11/30/22</u>	<u>KW</u>	No. 1
<u>12/1/22</u>	<u>KW</u>	No. 2
<u>12/2/22</u>	<u>KW</u>	No. 3

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (d) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (f) Bidder has given Architect/Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the price(s) shown in the following schedule of bid items (Table 1) and within **80** calendar days.

5. Bidder hereby agrees to commence work within ten (10) days after the date of written notice to proceed being provided, and to substantially complete the work on which the Bidder has bid within **80** consecutive calendar days as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to extensions of time as are provided by the Solicitation Standard Terms Conditions and Special Terms and Conditions.

6. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

7. The right is reserved, as the interest of the Owner may require, to reject any and all Proposals and to waive any informality in the Proposals received.

8. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to Contractor a certificate of exemption for payment for the State Sales Tax on materials incorporated into this Project.

Bidder will complete Work per Contract Documents for the following price(s):

Item No.	Description	Spec Section No.	Estimated Quantity	Unit	Bid Unit Price	Bid Price
General Items						
1.	General conditions		1	LS	\$20,825.81	\$20,825.81
2.	Erosion control SWPPP plan	01 57 23	1	LS	\$643.50	\$643.50
3.	Clearing/grubbing/demo – Removal of old infield extents	31 10 00; 31 22 16.10	1	LS	\$5474.21	\$5474.21
4.	Concrete sidewalk demo	31 10 00	543	SF	\$3.54	\$1922.22
5.	Existing scoreboard removal	02 41 19	3	EA	BY OWNER	
6.	Existing foul pole removal	02 41 19	6	EA	\$367.34	\$2204.04
7.	Chain link outfield fence removal	02 41 19; 31 10 00	1	LS	\$2315.93	\$2315.93
8.	Erosion control	01 50 00; 01 57 23	1	LS	\$4324.32	\$4324.32
	Subtotal					\$37,710.03
Softball Field						
9.	Light re-aiming	01 70 00	1	LS	\$11,700	\$11,700
10.	6" depth topsoil and compost	31 22 16.10	110	CY	\$208.29	\$22,911.90
11.	Turfgrass (solid sod)	31 22 16.10; 32 92 00	660	SY	\$25.69	\$16,955.40
12.	Irrigation modifications	32 84 00	1	LS	\$20,606.04	\$20,606.04
13.	Infield fine grading and reconditioning	31 22 16.10	1	LS	\$82,906.20	\$82,906.20
14.	6' ht. chain link fence	32 31 13	1130	LF	\$39.05	\$44,126.50
15.	Fence top protection	32 33 00	1	LS	\$3842.55	\$3842.55
16.	Home plates, base plates and pitcher's rubbers	32 33 00	1	LS	\$3722.04	\$3722.04
17.	Foul pole	32 33 00	6	EA	\$2783.27	\$16,699.62
18.	Scoreboard	32 33 00	3	EA	\$20,821.47	\$62,464.41

Item No.	Description	Spec Section No.	Estimated Quantity	Unit	Bid Unit Price	Bid Price
19.	Concrete curb at backstop wall	32 13 13	365	LF	\$ 16.57	\$ 6048.05
20.	Sidewalk	32 13 13	543	SF	\$ 13.29	\$ 7216.47
21.	Restripe ADA parking and update ADA signage	32 17 23.95	1	LS	BY OWNER	\$
	Subtotal					\$277,199.18
Owner Contingency						
22.	Owner contingency		1	LS	\$ 14,000	\$ 14,000
TOTAL OF ALL UNIT BASE BID ITEMS						\$350,909.21
Bid Deduct Alternate One: Reuse existing outfield fencing						\$ -7000
Total Deduct Alternate One						\$ -7000

Use bottom wire on fence -2330
\$341,579.21

BID ITEM SUMMARY

Bid Item 1: General Conditions

1. The Work under this item shall include the establishment of facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the contract.
2. The cost of all General Conditions will be measured as a lump sum item and will encompass General Conditions costs for the entire project.

Bid Item 2: Erosion Control SWPPP Plan

1. The Work under this item shall be in accordance with Section 01 57 23 "Temporary Stormwater Pollution Control" in addition to notes provided in Plans. Required items include the following:
 - i) Maintenance, inspection, and repair as needed for the duration of the job.
 - ii) TCEQ requirements.
 - iii) SWPPP Plan, any other BMP indicated in plans of specifications, and any items not listed in proposed as required by City of Sanger.
2. Measurement and payment shall be made on the basis of lump sum item for all materials, labor, and incidentals necessary to complete the Work.

Bid Item 3: Clearing / Grubbing / Demo – Removal of Old Infield Extents

1. The work under this item shall be in accordance with Sections 31 10 00 "Earth Moving" and 31 22 16.10 "Fine Grading for Athletic Field" in addition to details and notes provided in the Plans.
2. Removal items include (but are not limited to) the following:
 - i) Removal of full depth of infield surfacing in locations to be converted to turf sod.
3. Measurement and payment shall be made on the basis of lump sum item for all labor and incidentals necessary to complete the Work at all three fields.

Bid Item 4: Concrete Sidewalk Demo

1. The work under this item shall be in accordance with Sections 02 41 19 "Selective Demolition" and 31 10 00 "Site Clearing" in addition to details and notes provided in the Plans.
2. Removal items include (but are not limited to) the following:
 - i) Concrete sidewalk.
3. Measurement and payment shall be made on the basis of square feet for all labor and incidentals necessary to complete the Work.

Bid Deduct Alternate 1: Reuse existing outfield fence to new outfield fence location

1. All Work associated with this item shall be in accordance with Section 32 31 13 "Chain Link Fences and Gates" in addition to plans, details and notes provided in Drawings.
2. Moving existing outfield fence includes (but are not limited to) the following:
 - i) Reuse and reinstall existing top rails.
 - ii) Reuse and reinstall existing chain link mesh.
 - iii) Install new corner and line posts.
 - iv) Install new concrete fence post footings.
3. Measurement and payment shall be made on the basis of a lump sum bid price for all materials, labor and incidentals necessary to complete the Work.

UNIT PRICE BID

Bidder agrees that, in case additional work or materials installation is authorized by the Owner, the following unit prices will be used in adjusting the contract price. These unit prices shall include all overhead, profit, taxes, material, labor, etc., for a complete installation. Unit prices for adjusting the contract price for less work or materials installation will be ninety (90%) percent of these amounts.

5-inch conc. paving on compacted subgrade, complete and in place, per sq. ft.	\$ <u>13.29</u>
Concrete curb on backstop wall, complete and in place, per linear. ft.	\$ <u>16.57</u>
6-foot Ht. chain link fence, complete and in place, per linear. ft.	\$ <u>43.38</u>
6-inch depth topsoil with compost, complete and in place, per square foot	\$ <u>0.90</u>
Solid sod, as specified, complete and in place, per sq. ft.	\$ <u>2.85</u>
Rotor irrigation zone modifications, complete and in place, per square ft.	\$ <u>2.56</u>
2-inch electric irrigation valve, complete and in place, per each.	\$ <u>2,100</u>
2-inch brass ball valve, complete and in place, per each.	\$ <u>3.96</u>

9. Each bidder shall include the following information in this Proposal:

- Anticipated cost of materials to be incorporated in the construction of this Project.
- Anticipated cost of labor, profit, and all other costs for this Project.

	<u>Cost of Materials Incorporated into this Project</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Owner's Contingency</u>	<u>Total Amount Base Bid</u>
Base Bid	\$ <u>134,763.68</u>	\$ <u>202,145.53</u>	\$ <u>14,000</u>	\$ <u>350,909.21</u>

	<u>Cost of Materials Incorporated into this Project</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Deduct Alternate One</u>
Bid Deduct	\$ <u>2800</u>	\$ <u>4200</u>	\$ <u>7000</u> <i>Reuse Fence</i>
Alternate One	\$ <u>932</u>	\$ <u>1398</u>	\$ <u>2330</u> <i>Use bottom wire</i>

10. Each Bidder is required to provide a list of proposed subcontractors, the type of Work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted.

Schedule of Subcontracts

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	<u>Arme Fence</u>	<u>Fence</u>	<u>20</u>
2.	<u>Meade</u>	<u>Erosion Control</u>	<u>5</u>
3.	<u>Perfect Finish</u>	<u>Landscape/SOD</u>	<u>10</u>
4.	<u>Groves Electric</u>	<u>Electrical</u>	<u>5</u>
5.	<u>Master Turf Products and Service</u>	<u>Infield Surfacing</u>	<u>10</u>
Total % of Work Subcontracted			<u>50</u>

If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

11. In connection with the major items of materials to be furnished and installed, the particular supplier of equipment and materials, which the undersigned proposed to furnish will be listed in the schedule of Major Material Suppliers found below.

Schedule of Major Materials

	Supplier's Name	Major Items of Materials to be Furnished and Installed
1.	<u>JM Materials</u>	<u>Aggregates</u>
2.	<u>CMC</u>	<u>Rebar</u>
3.	<u>Big D</u>	<u>Redi Mix</u>
4.	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>

If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

12. The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

In addition, the undersigned will furnish a Maintenance Bond in the amount of 100 percent of the contract sum covering defects of material and workmanship for two (2) calendar years following the Owner's approval and acceptance of the construction.

13. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

14. The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in this Proposal, and in the event of discrepancy, the words shall prevail. In case of ambiguity or lack of clearness in stating prices in the Proposal, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the bid.

This is a Proposal of North Rock Construction LLC, a corporation organized and existing under the laws of the State of Texas, or a limited partnership organized and existing under the laws of the State of , or a

partnership, consisting of _____ or an
Individual doing business as _____.

Seal and Authorization
(If a Corporation)



(Signed)

President

(Title)

521 S Loop 288 Suite 125

(Street Address)

Denton, Tx

(City and State)

940-220-5500

(Telephone Number)

12/6/22

(Date)

QUALIFICATIONS STATEMENT

CONTRACTOR shall show that he has experience with similar projects that require working at a similar scale and within similar timeframes which will require planning work efforts and means and methods accordingly. CONTRACTOR shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of project superintendents and project scale, cost, and schedule information.

General Contact Information

Respondent Name and Title: Kenneth Williamson - President

Company: North Rock Construction LLC

Company Address: 521 S Loop 288 Suite 125 Denton, Tx 76205

Telephone Number: 940-220-5500

Fax Number: 877-305-4657

Email Address: kwilliamson@nrockconstruction.com

Federal Tax ID: 27-0416466

Previous Company Names Used or Companies Acquired Within the Previous 10 Years:
N/A

Liability Insurance Provider and Limits of Coverage: Amerisure Insurance Company

Workers Compensation Insurance Provider: Amerisure Insurance Company

Surety (Performance and Payment): American Alternative Insurance Corporation

Address: 555 College Road East, Princeton, NJ 08543

Contact and Phone: Brady Cox - 469-263-0445

Superintendent and Backup Superintendent: Attach Work Resume on separate sheet(s). The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Attach additional sheet(s) to verify safety record as required. Any variations shall be reviewed by CITY for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

Charlie Keane

Jake North

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

None

Backup Superintendent

None

Total Number of Employees to be Associated with this Job: 15

Managerial 3 Administrative 2 Professional 3
Skilled 4 Semi-Skilled 3 Other

Percentage of work anticipated to be done by Bidder's Employees
(Based on Dollars Bid): 60

Percentage of work anticipated to be done by Bidder's Subcontractors
(Based on Dollars Bid): 40

Type(s) of work to be done by Bidder's Employees (examples: demolition, masonry, structural steel, drywall, carpentry, millwork, finishes, flooring, framing, concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, etc.)

Earthwork, erosion control, concrete paving, footers, piers,
and site cleanup.

Number of Years in Business as a Contractor on Above Types of Works: 9

Information and Type(s) of Work to be done by Sub-Contractors: Include name, address, phone number, references and similar work experience of each sub-contractor. Use additional sheets if needed.

Type of Work

Sub-Contractor

<u>Erosion Control</u>	<u>Massey</u>
<u>Landscape</u>	<u>Perfect Finish</u>
<u>Electrical</u>	<u>Groves Electric</u>
<u>Fence</u>	<u>Robinson Fence</u>

Previous Projects: List of completed projects of similar type work for the past five (5) years. (Use additional sheets if necessary.)

1. Project: G Roland Vela Athletic Complex

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion Control, Earthwork, 700+ Parking space lot,
concrete sidewalk, restroom building, 4 athletic fields, playground,
shade structures, landscape, irrigation, and electrical.

Owner/Agency: City of Denton

Year Started: 2018 Contract Price: \$5,729,845.28

Contact Person: Jim Mays Phone: 972-919-2623

2. Project: Unity Park Softball Field Renovation

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion control, earthwork, retaining walls, infield mix, Tif Turf 419, irrigation, electrical, score boards.

Owner/Agency: City of Highland Village

Year Started: 2019 Contract Price: \$1,900,000

Contact Person: Fince Espinoza Phone: 214-790-6232

3. Project: 3 Parks Fort Worth

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion control, earthwork, concrete trail, skate park, electrical (Musco), pavilion, fence, landscape and irrigation

Owner/Agency: City of Fort Worth

Year Started: 2017 Contract Price: \$900,000

Contact Person: Tonda Rice Phone: 817-392-5759

4. Project: Finch Park

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion Control, earthwork, concrete trail, tennis courts/pickleball, court lighting, masonry, surfacing, Permatrak Bridges.

Owner/Agency: City of McKinney

Year Started: 2019 Contract Price: \$1,900,000

Contact Person: Michael Duree Phone: 972-547-7473

5. Project: Howard Payne Scoreboard

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion control, piers, scoreboard installation, and electrical.

Owner/Agency: Howard Payne University

Year Started: 2021 Contract Price: \$50,000

Contact Person: Hunter Sims Phone: 325-649-8020

Current Projects: List active projects of similar type work:

1. Project: North Lakes Tennis Courts

Percent Complete: 80

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Instillation of 12 tennis courts and 4 pickleball courts. landscape, lighting, fence, walls, surfacing, and irrigation.

Owner/Agency: City of Denton

Year Started: 2021 Contract Price: \$4,700,000

Contact Person: Jason Donnell Phone: 940-395-0883

2. Project: Trinity Forest Spine Trail

Percent Complete: 80

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion control, earthwork, concrete trail, pedestrian bridges, walls, piers, fence, landscape and electrical.

Owner/Agency: City of Dallas

Year Started: 2021 Contract Price: \$5,700,000

Contact Person: John Reynolds Phone: 214-384-1704

3. Project: John F Burke Nature Preserve

Percent Complete: 30

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: Erosion control, earthwork, retaining walls, concrete and DG trail, masonry, boardwalk, helical piers, electrical, landscape, and signage.

Owner/Agency: City of Farmers Branch

Year Started: 2022 Contract Price: \$1,300,000

Contact Person: Ross Pittman Phone: 214-415-7347

References: Use a separate sheet if needed.

Trade references (List Company, Address, Contact Person, and Phone):

CMC - PO Box 844573 Dallas, Tx 75284 - Credit Dept - 214-637-1145

JM Materials - PO Box 199 Alvord, Tx 76225 - Judy Brown - 940-427-2028

Sunbelt Rentals - 400 I35ES Denton, Tx 76205 - Chad Kelley - 877-223-7368

Bank References (List Institution, Address, Contact Person, and Phone)

Access Bank Texas - PO Box 1429 Denton, Tx 76202

Duke York - 940-382-3962

Municipal References (List Municipality, Address, Contact Person, and Phone)

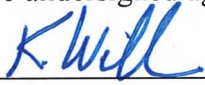
City of Plano - 1520 K Ave, Plano, Tx 75074 - Renee Burke Jordan 972-941-7168

City of Irving - 825 W Irving Blvd, Irving, Tx 75060 - Gene Moulden 972-721-2719

Claims and Suits (if the answer to any of the following questions is yes, please attach details):

1. Has your organization ever failed to complete any work awarded to it? No
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? No
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?
No

The undersigned agrees that the information provided is accurate and complete.


Authorized Signature

Kenneth Williamson
Print/Type Name

President
Title

12/6/22
Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

☐

Yes

☒

No

2. Please provide the certifying agency name:

Certifying Agency: _____

3. I have included a copy of my certification as an attachment to my proposal:

☐

Yes

☒

No

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.



Authorized Signature

Kenneth Williamson

Print/Type Name

President

Title

12/6/22

Date

NO BOYCOTT VERIFICATION FORM


I, Kenneth Williamson, the undersigned representative of
(Individual's Name)

North Rock Construction LLC,
(Business or Company)

Hereinafter referred to as "Company", does hereby verify that the company named above, under the provisions of the laws of the United States and the State of Texas:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
3. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
4. Does will not business with Iran, Sudan or a foreign terrorist organization while providing services to the City.

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.



Authorized Signature

Kenneth Williamson
Print/Type Name

President
Title

12/6/22
Date

Charles Dean Keane "Charlie"

ckeane@nrockconstruction.com

PROFILE

30+ years' experience in construction and construction management from heavy pipeline projects to sports fields.

PROFESSIONAL EXPERIENCE

North Rock Construction, LLC.

2013 - Present

Field Operations Manager

- Have been an integral part in taking North Rock Construction from 5 million in annual revenue in 2013 to 17 million in annual revenue in 2020
- Managing superintendents with up to \$12 million in projects at any given time.
- Managing and coordinating NRC resources such as crews, equipment and NRC owned materials.
- Training of field personal such as superintendents, foremen, and equipment operators.
- Managing company truck drivers and the flow of materials to projects.

Carter Construction

2011-2013

Superintendent/Project Manager

Building and managing sport field projects throughout Texas thru managing crews, equipment subcontractors and resources for the building of sports fields.

Sportscapes Construction

2011-2009

Owner

Building and managing sport field projects throughout Texas thru managing crews, equipment subcontractors and resources for the building of sports fields.

American Civil Constructors

2009-1998

General Superintendent

Managed all field operations and projects with direct management of up to seven superintendents. Multiple projects being built from sports fields, The Victory Park project for the City of Dallas, President George Bush Tollway landscape and hardscape improvements to TXDOT road and bridge projects. Managed all company owned equipment and material resources.

Mora Construction

1998-1990

Superintendent

From laborer to operator to lead field man Installing utilities around North Texas from fast food restaurant underground utility construction to large storm, water and sewer projects.

EDUCATION

- High school graduate from Nimitz High School Irving, Tx 1979
- Texas Aero Tech Graduate 1986 Aircraft and Powerplant License
- Other Schools and Classes include confined space, competent person, & traffic control.
- The Art of Leadership 2018

Johnny Jake North



Objective

Provide use of lifelong horse, cattle and ranch skills to present long term Ranch Hand success. I strive best in a team work atmosphere. I am seeking stability in a company that possesses a well established standing in the Cattle and Horse industry.

Professional Experience

North Farms - Ponder, Texas

Jerry North, Owner (940) 391-7003

March 1997 - Present

Ranchhand, Farmer, Horse Trainer & Cow/Calf Operations Manager

- Conditioning weaned calves
- Fencing (barbed-wire, pipe, installation & repair)
- Farming (hay and wheat production)
- Feeding (daily, hay, salt, minerals, cubes, etc.)
- Welding - Mig and Stick (fences, barns, etc.)
- Doctoring
- Vaccinations, castration, worming, dehorning and fly control
- First calf heifer conditioning and calving
- Mechanic (truck, tractor and implements)
- Performance horse purchasing and selling
- Colt starting, breaking and finishing
- Professional rope horse starting and finishing
- Reining and cutting show horses
- Beef bull breeding, purchasing and raising
- Ranch rodeo and roping contestant
- Property management (improved grasses, native grasses and farm land)
- Wildlife management (habitats and feed)
- Nuisance predator control (hogs, coyotes, etc)

Education

Ponder High School - Ponder, Texas
High School Diploma - 2006

References

Coulter Cattle Company - Ponder, Texas
(940) 390-6524

Aaron Coulter, Owner

Mitchell Farms - Justin, Texas
(940) 390-4656

Travis Mitchell, Owner

Sikes Ranch - Collinsville, Texas
(940) 736-9484

Jarrold Sikes, Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2022

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 K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087		CONTACT NAME: Cheryl Rogers PHONE (A/C, No, Ext): (972) 771-4071 E-MAIL ADDRESS: crogers@kandsins.com FAX (A/C, No): (972) 771-4695	
INSURED North Rock Construction, LLC 521 S. Loop 288, Suite 125 Denton TX 76205		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Mutual Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:	
		NAIC # 19488 23396 20443	

COVERAGES

CERTIFICATE NUMBER: 22/23 Master

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:			CPP 2120182	03/11/2022	03/11/2023	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	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
								\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2120181	03/11/2022	03/11/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
								\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CU 2120183	03/11/2022	03/11/2023	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
								\$	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input checked="" type="checkbox"/> N	N / A	WC 2120184	03/11/2022	03/11/2023	<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
C	Contractors Equipment Installation Floater			6076545268	03/11/2022	03/11/2023	Leased/Rented limit	\$400,000	
							Location limit	\$2,500,000	
							w/\$2.500 deductible		

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

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Porter Park Softball Field Renovation

smartsheet

