

**SECTION 00 41 13  
BID PROPOSAL**

Bid of: Mayim Municipal Builders, LLC Date 03-18/2025  
(Name of Firm)

TO: Mr. Thomas Muir, Sanger City Mayor  
City of Sanger  
502 Elm Street  
Sanger, Texas 76266

FOR: SANGER WASTEWATER TREATMENT PLANT – ADDITIONAL BLOWER

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that his proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Invitation For Bids, North Central Texas Council of Governments' Public Works Construction Standards, these Specifications and Contract Documents for the Construction of the City of Sanger Wastewater Treatment Plant, and the Drawings herein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials as called for in the Contract Documents in the manner prescribed and according to the Plans and Specification requirements of the OWNER as herein set forth.

Accompanying this proposal is a (certified or cashier's check payable to the OWNER) (Bid Bond) in the amount of 5% GAB

\_\_\_\_\_. Also accompanying this proposal are a Non-Collusion Statement, State Reciprocal Requirement, a Conflict of Interest Questionnaire, and a Certificate of Interested Parties.

The bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal, the Bidder shall fail to execute a Contract and file Performance and Payment Bonds within ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all bids received.

The item prices included in this Proposal do not distinguish between costs for Materials and Services included in each item; however, the successful Bidder will be required to submit a breakdown of these items by completing the Sales Tax Provision form included with the Contract Agreement in these Contract Documents. The inclusion of this form into the Contract has been instituted in order to institute the resale procedure set forth in Texas House Bill 11 (72nd Legislature, 1st C.S.), which amended the Texas Tax Code Section 151.311.

By the successful Bidder entering into a separate contract, he will become a seller of the materials purchased for the Project, which will obviate paying taxes on the materials incorporated into the Project.

Prices shall be shown in words and figures. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Award of Contract by OWNER, if made, will be based on lowest responsive, qualified proposal of the TOTAL BASE BID ADDITIONAL BLOWER PROJECT. The City of Sanger reserves the right to accept or reject any or all Bids or parts of Bids, to waive any informalities and technicalities and to accept the Bid most advantageous to the OWNER. The lowest bids of the Base Bids will not be the sole basis for evaluation.

The undersigned hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with the Plans and Specifications, for the following sum of prices, to wit:

**BID SCHEDULE  
FOR  
CITY OF SANGER  
WASTEWATER TREATMENT PLANT  
ADDITIONAL BLOWER**

Item No.	Unit	Est. Qty.	Description/Price in Words	Unit Price	Extended Amount
1	LS	1	For construction of all Work required to complete in place and to place in operation the Additional Blower project as shown on the Plans and described in the Specifications, (except for Bid Items as listed separately below) for a total lump sum amount of _____  One Hundred Eleven Thousand Dollars and No Cents.	\$ 111,000.00	\$ 111,000.00
2	LS	1	For purchase, shipping, and manufacturer's installation/startup services for one (1) Turbo Blower, complete with controls and accessories as specified in Specification Section 43 11 12, for a total lump sum amount of _____  Hundred Thirty Five Thousand Dollars and No Cents.	\$ 135,000.00	\$ 135,000.00
<b>TOTAL AMOUNT BID (Items 1- 2)</b>			Total amount bid for Bid Items 1 through 2, the sum of _____  Two Hundred Forty Six Thousand Dollars and No Cents.	\$ 246,000.00	

The undersigned agrees to substantially complete all Work covered by the North Central Texas Council of Governments' *Standard Specifications for Public Works Construction*, Third Edition, and by these Contract Documents in accordance with the SPECIAL PROVISIONS. In the event that the Project is not complete within the allotted time as specified in the Special Provisions, the OWNER will assess liquidated damages in accordance with the SPECIAL PROVISIONS.

In the event of award of a Contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the Contract to secure proper compliance with the terms and provisions of the Contract, to ensure and guarantee the Work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.


The Work proposed to be done shall be accepted when fully complete and finished in accordance with the Plans and Specifications, to the satisfaction of the OWNER.

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

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>March 05, 2025</u>	Received	<u>DE</u>
Addendum No. 2 dated	<u>March 13, 2025</u>	Received	<u>DE</u>
Addendum No. 3 dated	<u></u>	Received	<u></u>

Respectfully submitted by,

  
\_\_\_\_\_  
Signature

Robert Skinner - Managing Member  
Printed Name and Title

Mayim Municipal Builders, LLC  
Company Name

1557 Edelweiss Dr., Allen, Texas 75002  
Mailing Address

1557 Edelweiss Dr.  
Street Address

Allen, Texas 75002  
City and State

(469) 951-1113  
Telephone Number

Attested by:

  
\_\_\_\_\_  
Signature

DONALD EASON WATNESS  
Printed Name and Title

Seal and Authorization  
(If Corporation)

NOTE: Bid forms may be detached from this document. The entire proposal section must be completed and submitted. Fill in with ink and submit complete with attached papers. Do not insert additional or conditional statements or deletions to this Proposal.

**DATA SHEET AND SUBMITTAL INFORMATION  
CONTRACTORS AND SUBCONTRACTORS**

CONTRACTOR'S (OR SUBCONTRACTOR'S) NAME: Mayim Municipal Builders, LLC

ADDRESS: 1557 Edelweiss Dr., Allen, Texas 75002 PHONE NO.: (469) 951-1113

CONTRACTOR'S (OR SUBCONTRACTOR'S) RELATED WORK EXPERIENCE (LIST FIVE REFERENCES)

CLIENT: City of Copperas Cove, Texas

ADDRESS: 1601 N. 1st Street PHONE NO.: (254) 547-4221

ENGINEER: Freese & Nichols PHONE NO.: Chris Callahan, P.E. - 512 381-1835

DESCRIPTION: Mechanical Bar Screen Replacement

COMPLETION DATE: 09-2025 CONTRACT AMOUNT: \$1,166,000.00

CLIENT: City of Bridgeport, Texas

ADDRESS: 900 Thompson Street PHONE NO.: (940) 683-3400

ENGINEER: KSA PHONE NO.: Blake Powell, P.E. (877) 572-3647

DESCRIPTION: WTP Filter Replacements

COMPLETION DATE: 07/2025 CONTRACT AMOUNT: \$1,256,000.00

CLIENT: GS Hudson Oaks, LLC

ADDRESS: 750 Bering Dr., Houston, TX 77057 PHONE NO.: (713) 479-8815

ENGINEER: MMA Civil Engineering PHONE NO.: (817) 469-1671

DESCRIPTION: Lift Station Rehabilitation

COMPLETION DATE: 10/2024 CONTRACT AMOUNT: \$279,000.00

**DATA SHEET AND SUBMITTAL INFORMATION  
SUBCONTRACTORS**

TYPE OF SUBCONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TYPE OF SUBCONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TYPE OF SUBCONTRACTOR: \_\_\_\_\_

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TYPE OF SUBCONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 43 13  
BID BOND**

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

**BIDDER (Name and Address):**

Mayim Municipal Builders, LLC  
1557 Edelwiess Drive  
Allen, TX 75002

**SURETY (Name and Address of Principal Place of Business):**

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

**OWNER (Name and Address):**

City of Sanger  
502 Elm St.  
Sanger, TX 76266

**BID**

Bid Due Date: March 18, 2025  
Project: Bid # 1416-010-01

**SANGER WASTEWATER TREATMENT PLANT  
ADDITIONAL BLOWER**

**BOND**

Bond Number: N/A

Date (Not later than Bid due date): March 18, 2025

Penal sum Five Percent of the Greatest Amount Bid

5% G.A.B.

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Mayim Municipal Builders, LLC

(Seal)

U.S. Specialty Insurance Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title MANAGING MEMBER

By: [Signature]

Signature and Title Kim Bracamonte, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: [Signature]

Signature and Title WITNESS

Attest: [Signature]

Signature and Title Crystal Langhorn, Witness

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**



**TOKIOMARINE  
HCC**

## POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kim Bracamonte, Brad Johnson, Paul Fredette, Crystal Langhorn,  
Steven W. Lewis, Andrea Nix, or Adam Syswerda

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Thirty Million\*\*\*\*\* Dollars ( \*\*\*\$30,000,000.00\*\*\* ).

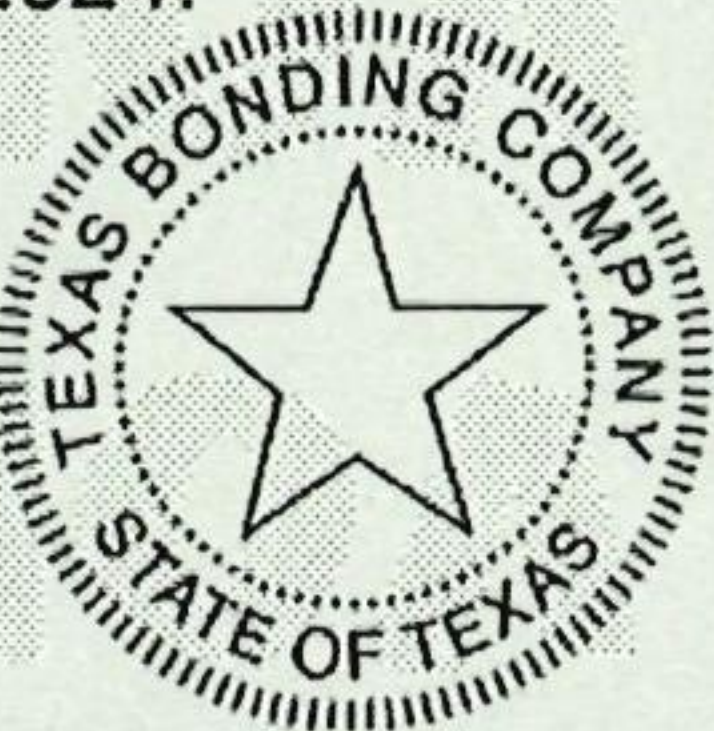
This Power of Attorney shall expire without further action on January 31<sup>st</sup> 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of February 2024.



**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS  
BONDING COMPANY, UNITED STATES SURETY COMPANY,  
U.S. SPECIALTY INSURANCE COMPANY**

By:

Daniel P. Aguilar, Vice President

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 Los Angeles

On this 1<sup>st</sup> day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

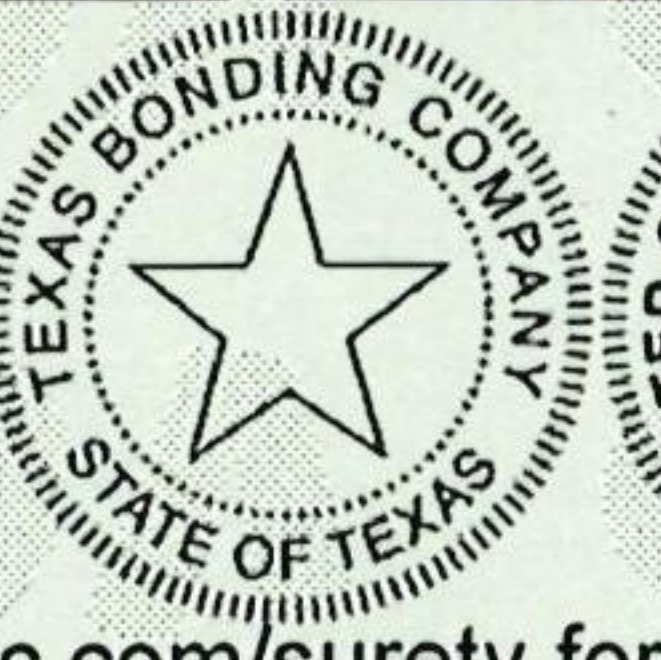
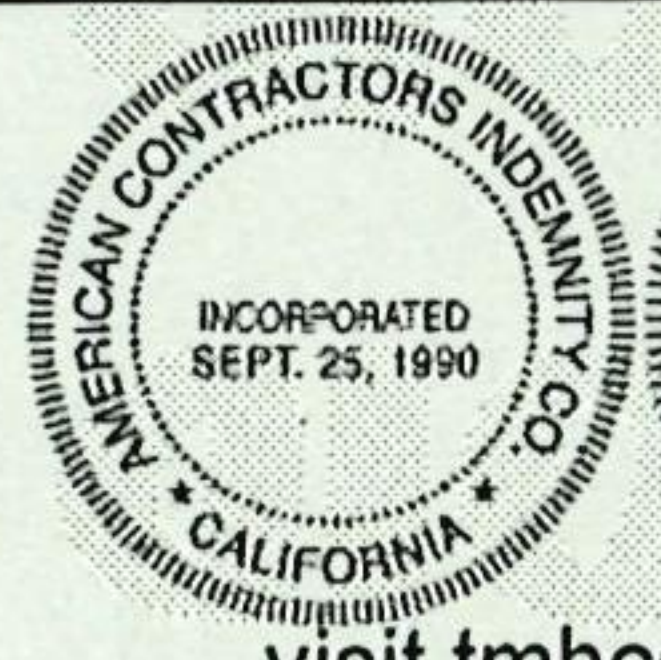
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18<sup>th</sup> day of March, 2025.

Bond No.

N/A

Agency No.

18799



Kio Lo Assistant Secretary

HCCSMANPOA02/2024

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information

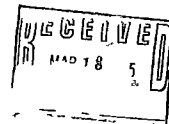
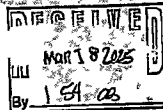
# U.S. Specialty Insurance Company

## TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a complaint:</p> <ol style="list-style-type: none"><li>1. You may contact your agent.</li><li>2. You may call the company's toll free telephone number for information or to make a complaint at:  1-800-486-6695</li><li>3. You may also write to the company at:  U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA</li><li>4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:  1-800-252-3439</li><li>5. You may write to the Texas Department of Insurance at:  Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></li></ol> <p><b>PREMIUM OR CLAIM DISPUTES:</b> Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p><b>ATTACH THIS NOTICE TO YOUR POLICY</b> This notice is for information only and does not become a part or condition of the attached document.</p>	<p>Para obtener informacion o para someter una queja:</p> <ol style="list-style-type: none"><li>1. Puede comunicarse con su agente.</li><li>2. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:  1-800-486-6695</li><li>3. Usted tambien puede escribir a la compa��a:  U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA</li><li>4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:  1-800-252-3439</li><li>5. Puede escribir al Departamento de Seguros de Texas al:  Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></li></ol> <p><b>DISPUTAS SOBRE PRIMAS O RECLAMOS:</b> Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p><b>UNA ESTE AVISO A SU POLIZA</b> Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>



Mayim Municipal Builders, LLC  
1557 Edelweiss Dr  
Allen, Texas 75002



Sanger Wastewater Treatment Plant  
Additional Blower

Bid Opening  
City of Sanger Texas  
Sanger City Hall, 502 Elm Street,  
Sanger, TX  
2 00 PM, March 18, 2025

Addendum Received

#1 03 05 2025

#2 03 13 2025

#3 \_\_\_\_\_

#4 \_\_\_\_\_

#5 \_\_\_\_\_

#6 \_\_\_\_\_

Acknowledged

TS

TS

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