

# MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409  
TULSA, OKLAHOMA 74101

## BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Advance Contracting Group

2512 Program Dr., #109 Dallas, TX 75220

as Principal, and **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Texas as Surety, are held

and firmly bound unto the City of Coppell

Town Center, 255 E. Parkway Blvd

Coppell, TX 75019 as Obligee,

in the amount of Five Percent of Greatest Amount Bid (5% of G.A.B.) DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that, if the Obligee shall make an award to the Principal for:

Neighborhood Alley Replacement Project

Coppell, TX

Bid No. Tax 2019A

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with **MID-CONTINENT CASUALTY COMPANY** as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 4th day of February, 2021

Advance Contracting Group

Principal

Micheli M. Stone  
Witness

By

(Seal)

**MID-CONTINENT CASUALTY COMPANY**

By

Brent M. Blonigan

Attorney-in-fact



# MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Brent M. Blonigan, Raul F. Campa, Rob Dreiling, Debbie Palmer and Kara Pierce, all of RICHARDSON, TX**

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 01 day of October, 2020



ATTEST:

Sharon Hackl  
SHARON HACKL Secretary

## MID-CONTINENT CASUALTY COMPANY

Todd Bazata  
TODD BAZATA VICE PRESIDENT

On this 01 day of October, 2020 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS



Commission # 11008253

My Commission Expires: 09-08-23

Julie Callahan  
JULIE CALLAHAN Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

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

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

## CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of February 2021



Sharon Hackl  
SHARON HACKL Secretary

VOID IF BOX IS EMPTY



**MID-CONTINENT CASUALTY COMPANY**

**OKLAHOMA SURETY COMPANY**

**STATE OF TEXAS**

**CLAIM NOTICE ENDORSEMENT**

In accordance with Section 2253.021 (f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

**Mailing:**

MID-CONTINENT CASUALTY COMPANY  
OKLAHOMA SURETY COMPANY  
P.O. BOX 1409  
TULSA, OK 74101

TELEPHONE NO. 1-800-722-4994  
FAX NO. 1-918-586-0840  
E-MAIL: CLAIMS@MCG-INS.COM

**Physical:**

1437 S. BOULDER  
SUITE 200  
TULSA, OKLAHOMA 74119

**ATTACH THIS NOTICE TO YOUR BOND  
UPON EXECUTION OF THE BOND**

# Neighborhood Alley Replacement Project Tax 2019A

## UNIT PRICE BID SCHEDULE

### BASE BID

Item No.	Bid Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Price
I-1	1	LS	Mobilization, Complete In Place, Ten Thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 10,000.00	\$ 10,000.00
I-2	4	EA	Furnish, install, and maintain Project Signs, Complete In Place, Seven Hundred _____ Dollars and Zero _____ Cents per EACH	\$ 700.00	\$ 2,800.00
I-3	1	LS	Prepare and Implement Traffic Control Plan, Complete In Place, Two Thousand _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 2,000.00	\$ 2,000.00
I-4	1	LS	Prepare and Implement Storm Water Pollution Prevention Plan, Complete In Place, One Thousand Five Hundred _____ Dollars and Zero _____ Cents per LUMP SUM	\$ 1,500.00	\$ 1,500.00
I-5	10125	SY	Sawcut, Remove & Dispose of Concrete (All Thicknesses), Complete In Place Nine _____ Dollars and Zero _____ Cents per SQUARE YARDS	\$ 9.00	\$ 91,125.00
I-6	25	SY	Construct 4" Reinforced Concrete Drainage Flume, Complete In Place, Fifty Nine _____ Dollars and Zero _____ Cents per SQUARE YARDS	\$ 59.00	\$ 1,475.00
I-7	10000	SY	Construct 7" Reinforced Concrete Paving, Complete In Place, Sixty Nine _____ Dollars and Zero _____ Cents per SQUARE YARDS	\$ 69.00	\$ 690,000.00

I-8	100	SY	Construct 6" Reinforced Concrete Sidewalk, Complete In Place, Sixty Five Dollars and Zero Cents per SQUARE YARDS	\$ 65.00	\$ 6,500.00
I-9	2	EA	Adjust Existing Manhole to Grade , Complete In Place, Five Hundred Dollars and Zero Cents per EACH	\$ 500.00	\$ 1,000.00
I-10	6	EA	Remove & Replace Storm Drain Inlet Top & Throat, Complete in Place, One Thousand and Five Hundred Dollars and Zero Cents per EACH	\$ 1,500.00	\$ 9,000.00
I-11	1	LS	Restore Disturbed Area, Complete In Place, Ten Thousand Dollars and Zero Cents per LUMP SUM	\$ 10,000.00	\$ 10,000.00
I-12	1	LS	Repair, replace, modify and restore existing irrigation system, Complete In Place, Two Thousand Dollars and Zero Cents per LUMP SUM	\$ 2,000.00	\$ 2,000.00
I-13	1	EA	Remove and Reset Street Signs, Complete In Place, Two Hundred Fifty Dollars and Zero Cents per EACH	\$ 250.00	\$ 250.00
I-14	1	LS	Project Communication, Complete In Place, One Thousand Dollars and Zero Cents per LUMP SUM	\$ 1,000.00	\$ 1,000.00
I-15	10125	SY	Subgrade Preparation, Complete In Place, Three Dollars and Zero Cents per SQUARE YARD	\$ 3.00	\$ 30,375.00

I-16	2500	TON	Flexbase, Complete In Place, Sixteen Dollars and Zero Cents per SQUARE YARD	\$ 16.00	\$ 40,000.00
------	------	-----	--	----------	--------------

### BID SUMMARY

TOTAL BASE BID (A) Items #I-1 THRU #I-16 \$ 899,025.00  
TIME BID 100 CALENDAR DAYS  
TOTAL TIME BID (B) (Days x \$240.00) \$ 24,000.00

**BASIS FOR COMPARISON OF BIDS= A+B:**

\$ 923,025.00

*The bid with the lowest amount for A+B will be considered the low bid. The award of the contract amount will be on the basis of the base bid (A) only.*

**NOTE: A TIME BID OF MORE THAN 200 CALENDAR DAYS SHALL BE CONSIDERED NONRESPONSIVE AND WILL BE REJECTED.**

1. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
2. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Instructions to Bidders).
3. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The City of Coppell reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

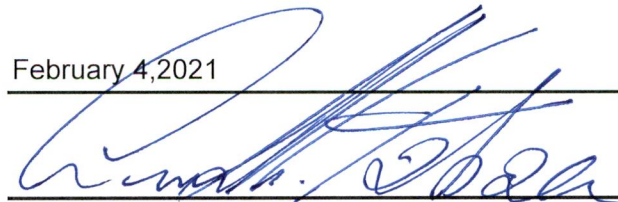
Total Tangible Personal Property: \$ \_\_\_\_\_

### PROPOSAL GUARANTY

- A Proposal Guaranty shall be provided in accordance with Item 102.5 of the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.

SUBMITTED ON February 4, 2021

Signature:





# BID FORM

PROJECT IDENTIFICATION:

Neighborhood Alley Replacement  
Project Tax 2019A  
The City of Coppell, Texas

BID OF Advance Contracting Group  
(NAME OF FIRM)

DATE 2/4/2021

THIS BID IS SUBMITTED TO:

City of Coppell (hereinafter called OWNER)  
c/o Purchasing Agent  
255 Parkway Boulevard  
P.O. 9478  
Coppell, Texas 75019

CITY OF COPPELL BID NO: Q-0221-01

1. The undersigned BIDDER proposes and agrees, if this Bid 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 Bid 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 Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No: One (1)  
Date: 1/29/2021  
Rec'd: 1/29/2021

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



- (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 studied carefully all reports and drawings of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.
- (d) BIDDER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
- (e) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or 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.
- (f) 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 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.
- (g) 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.

## BID AFFIDAVIT

The undersigned certifies that the bid prices contained in these bids have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be ninety (90) calendar days from the date of the bid opening.

STATE OF Texas COUNTY OF Dallas BEFORE  
ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day  
personally appeared Joe Tabaee who after being by me  
Name

duly sworn, did depose and say:

"I, Joe Tabaee am a duly authorized office/agent for

Name

Advance Contracting Group and have been duly authorized to execute the

Name of Firm

foregoing on behalf of the said Advance Contracting Group

Name of Firm

I hereby certify that the foregoing bids have not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and Address of Bidder: Advance Contracting Group

2512 Program Drive # 109, Dallas, Texas 75220

Telephone: (469 ) 500-5201 by: Joe Tabaee

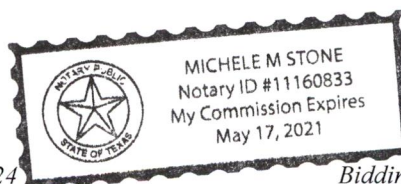
Title: President

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named Joe Tabaee  
on this the 1st day of February 20 21

Notary Public in and for the State of Texas

Michele M. Stone





If BIDDER IS:

**An Individual**

By \_\_\_\_\_ (Seal)

(Individual's Name)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (Seal)

(Firm Name)

\_\_\_\_\_ (General Partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Corporation**

By Advance Contracting Group \_\_\_\_\_

(Corporation Name)

Texas

(State of Incorporation)

By Joe Tabaee \_\_\_\_\_

(Name of person authorized to sign)

President

(Title)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address 2512 Program Drive # 109, Dallas ,Texas 75220

Phone No. 469 - 500-5201

**A Joint Venture**

By \_\_\_\_\_

(Name)

(Address)

By \_\_\_\_\_

(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)