

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

FNH Construction, LLC  
4099 McEwen Road, Suite 600  
Farmers Branch, TX 75244

### SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

### Mailing Address for Notices

Hudson Insurance Company  
100 William Street, 5th Floor  
New York, NY 10038

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.

### OWNER:

(Name, legal status and address)

Town of Addison  
5350 Beltline Road  
Addison, TX 75001

BOND AMOUNT: \$ Five Percent (5%) of the Amount Bid

### PROJECT:

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


Addison #18-94, Sherlock Drive  
Addison, Texas

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 24th day of April, 2018.

  
(Witness) Matt Patchin

  
(Witness) Connie Kregel

FNH Construction, LLC

(Principal)

(Seal)

By:

(Title)

Candace Gillespie, President  
Hudson Insurance Company

(Surety)

(Seal)

By:

(Title)

Jeffrey Todd McIntosh Attorney-in-Fact



## BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Jeffrey Todd McIntosh, Connie Jean Kregel  
of the State of Texas**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, 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, bid bonds for any and all purposes.

Such bid bonds, 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.



In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized on this 11 day of February, 2015 at New York, New York.

Attest:  
**Dina Daskalakis, Corporate Secretary**

HUDSON INSURANCE COMPANY

By: Michael P. Gleeson  
**Michael P. Gleeson, Senior Vice President**

STATE OF NEW YORK  
COUNTY OF NEW YORK SS.

On the 11th day of February, 2015 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy  
**ANN M. MURPHY**  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

## CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 24th day of April, 2018

By: Dina Daskalakis  
**Dina Daskalakis, Corporate Secretary**



## 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your Agent at (972) 381-4270.
3. You may call Hudson Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-388-3647**

4. You may also write to Hudson Insurance Company at:

100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 7. 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.

### 8. ATTACH THIS NOTICE TO YOUR POLICY:

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

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de Hudson Insurance Company's para informacion o para someter una queja al:

**1-800-388-3647**

Usted tambien puede escribir a Hudson Insurance Company al:

100 William Street, 5<sup>th</sup> Floor  
New York, NY 10038

Puede Comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**BID SCHEDULE**  
**SHERLOCK DRIVE STORM DRAIN IMPROVEMENTS PROJECT**  
**BID NUMBER 18-94**

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
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**Schedule 1: Base Bid – Site Preparation and Project Wide**

1.01	1	LS	Mobilization (no more than 5% of total bid), complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 70,000.00	\$ 70,000.00
1.02	1	LS	Traffic Control, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 75,000.00	\$ 75,000.00
1.03	1	LS	Storm Water Pollution Prevention Plan (SW3P) - Including Maintenance, Inlet Protection and Erosion Control, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 8,500.00	\$ 8,500.00
1.04	3	EA	Project Signs, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
1.05	1,700	SY	Establish Grass with Solid Sod, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 6.50	\$ 11,050.00

**Schedule 1: Base Bid – Site Preparation and Project Wide Subtotal** **\$169,050.00**

**Schedule 2: Base Bid – Paving**

2.01	870	SY	Remove and Dispose of Existing Concrete Pavement, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 20.00	\$ 17,400.00
2.02	870	SY	Reinforced Concrete Pavement with Flexible Base and Integral Curb, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 72.00	\$ 62,640.00
2.03	610	LF	Remove and Replace Concrete Curb and Gutter Adjacent to Asphalt Pavement, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 12.50	\$ 7,625.00
2.04	720	SY	Remove and Replace Asphalt Pavement (Parking Lot), complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 20.00	\$ 14,400.00

**BID SCHEDULE**  
**SHERLOCK DRIVE STORM DRAIN IMPROVEMENTS PROJECT**  
**BID NUMBER 18-94**

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
2.05	2,400	SF	Remove and Replace Concrete Sidewalk or Trail, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 6.50	\$ 15,600.00
<b>Schedule 2: Base Bid – Paving Subtotal</b>				<b>\$117,665.00</b>	

**Schedule 3: Base Bid – Storm Drainage**

3.01	300	LF	Remove and Dispose of Existing RCP, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 30.00	\$ 9,000.00
3.02	5	EA	Remove and Dispose of Existing Curb Inlet, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 2,500.00	\$ 12,500.00
3.03	1	LS	Remove and Dispose of Existing Trench Drain and Salvage Grates, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 15,000.00	\$ 15,000.00
3.04	90	LF	18-Inch Class III RCP, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 85.00	\$ 7,650.00
3.05	65	LF	24-Inch Class III RCP, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 105.00	\$ 6,825.00
3.06	110	LF	30-Inch Class III RCP, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 125.00	\$ 13,750.00
3.07	10	LF	36-Inch Class III RCP, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 125.00	\$ 1,250.00
3.08	1590	LF	54-Inch Class III RCP, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 450.00	\$ 715,500.00
3.09	3	EA	Connect to Existing Storm Drain, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 2,500.00	\$ 7,500.00
3.10	1900	LF	Trench Safety, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 3.50	\$ 6,650.00

**BID SCHEDULE**  
**SHERLOCK DRIVE STORM DRAIN IMPROVEMENTS PROJECT**  
**BID NUMBER 18-94**

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
3.11	1	EA	Standard 6-foot Curb Inlet, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 3,850.00	\$ 3,850.00
3.12	3	EA	Standard 10-foot Curb Inlet, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 6,500.00	\$ 19,500.00
3.13	2	EA	Standard 14-foot Curb Inlet, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 8,500.00	\$ 17,000.00
3.14	1	EA	Standard 20-foot Curb Inlet, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 10,000.00	\$ 10,000.00
3.15	2	EA	Type B Storm Drain Manhole, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 5,000.00	\$ 10,000.00
3.16	1	LS	Trench Drain with Salvaged Grates, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 15,000.00	\$ 15,000.00
3.17	1	LS	Custom Prefabricated 96-inch by 54-inch RCP Wye, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 10,000.00	\$ 10,000.00
<b>Schedule 3: Base Bid – Storm Drainage Subtotal</b>					<b>\$880,975.00</b>

**Schedule 4: Base Bid – Utility Adjustment/Relocation/Support**

4.01	2	EA	Waterline Relocation Including Valves, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 10,000.00	\$ 20,000.00
4.02	1	A L L O W	Franchise Utility Allowance, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 20,000.00	\$ 20,000.00
4.03	1	EA	Relocate Water Meter, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,000.00	\$ 1,000.00

**BID SCHEDULE**  
**SHERLOCK DRIVE STORM DRAIN IMPROVEMENTS PROJECT**  
**BID NUMBER 18-94**

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
<b>Schedule 4: Base Bid – Utility Adjustment/Relocation/Support</b>					
<b>Subtotal</b>					<b>\$41,000.00</b>

**Schedule 5: Base Bid – Miscellaneous**

5.01	130	LF	Remove and Replace Wooden Fence, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 20.00	\$ 2,600.00
5.02	1	LS	Restore Landscape & Irrigation, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 15,000.00	\$ 15,000.00
5.03	18	EA	Remove and Replace Crape Myrtle, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 650.00	\$ 11,700.00
5.04	1	EA	Remove Large Tree and Replace with Texas Live Oak, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 6,500.00	\$ 6,500.00
5.05	1	LS	Remove and Replace Hedge Line, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 6,500.00	\$ 6,500.00
5.06	1	LS	Remove, Salvage and Reinstall Pedestrian Light Including Foundation, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 5,000.00	\$ 5,000.00
5.07	3	EA	Remove, Salvage and Reinstall Brick Mailbox (Single or Double), complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
5.08	100	LF	Install & Remove Temp. 6-Foot Chain Link Fence with Privacy Screen, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 30.00	\$ 3,000.00
5.09	1	EA	Remove and Dispose of Wooden Shed , complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 1,500.00
<b>Schedule 5: Base Bid – Miscellaneous Subtotal</b>					<b>\$56,300.00</b>

**Schedule 6: Special, As-Needed Items**



**BID SCHEDULE**  
**SHERLOCK DRIVE STORM DRAIN IMPROVEMENTS PROJECT**  
**BID NUMBER 18-94**

Item No.	Quantity	Unit	Description and Unit Price in Words	Unit Price in Figures	Total Amount
6.01	30	LF	Remove and Replace 8-Inch Wastewater By Open Cut, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 100.00	\$ 3,000.00
6.02	170	LF	Replace 8-Inch Wastewater by Pipe Bursting, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 150.00	\$ 25,500.00
6.03	3	EA	Ornamental Grass - 3 Gallon, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
6.04	3	EA	Ornamental Grass - 5 Gallon, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
6.05	3	EA	Palm Tree - Minimum 4-Inch Caliper and 10-Foot Height, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
6.06	3	EA	Large Evergreen Shrub - 3 Gallon, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
6.07	3	EA	Large Evergreen Shrub - 5 Gallon, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
6.08	3	EA	Small Evergreen Shrub - 3 Gallon, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
6.09	3	EA	Small Evergreen Shrub - 5 Gallon, complete in place, the sum of _____ Dollars and _____ Cents per Unit.	\$ 1,500.00	\$ 4,500.00
<b>Schedule 6: Special, As-Needed Items Subtotal</b>				<b>\$60,000.00</b>	

<b>Total - Schedules 1, 2, 3, 4, 5 and 6</b>	<b>\$1,324,990.00</b>
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*Candace Gillespie*

*4-24-2018*

*FNH Construction LLC*

PF-6



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Information and Instruction Form

RESPONSES THAT DO NOT CONTAIN THIS COMPLETED FORM MAY NOT BE COMPLIANT

Section I Company Profile

Name of Business: FNH Construction, LLC

Business Address: 4099 McEwen Rd., Ste. 600, Farmers Branch, TX 75244

Contact Name: Candace Gillespie

Phone#: 469-248-0301

Fax#: 469-248-2720

Email: CANDACE@FNHCONSTRUCTION.COM

Name(s) Title of Authorized Company Officers:

Candace Gillespie – President

Federal ID #: W-9 Form: A W-9 form will be required from the successful bidder.

DUN #: N/A

Remit Address: If different than your physical address:

Section II Instructions to Bidders

Electronic Bids: The Town of Addison uses BidSync to distribute and receive bids and proposals. There will be **NO COST** to the Contractor/Supplier for Standard bids or proposals. For **Cooperative Bids and Reverse Auctions ONLY**, the successful contractor/supplier agrees to pay BidSync a transaction fee of one percent (1%) of the total amount of all contracts for goods and/or services. **Cooperative Bids and Reverse Auctions** will be clearly marked on the bid documents. To assure that all contractors/suppliers are treated fairly, the fee will be payable whether the bid/proposal is submitted electronically, or by paper means. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

Contractor/Supplier Responsibility: It is the contractor/suppliers responsibility to check for any addenda or questions and answers that might have been issued before bid closing date and time. Contractors/Suppliers will be

notified of any addenda and Q&A if they are on the invited list, they view the bid, or add themselves to the watch list.

Acknowledgement of Addenda: 02 #1 #2 #3 #4 #5

Delivery of Bids: For delivery of paper bids our physical address is:

Town of Addison

5350 Beltline Road

Addison, TX 75001

Attn: Purchasing Department

Contractor/Supplier Employees: No Contractor/Supplier employee shall have a direct or indirect financial interest in any contract with the town, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the town.

Deliveries: All deliveries will be F.O.B. Town of Addison. All Transportation Charges paid by the contractor/supplier to Destination.

Payment Terms: A Prompt Payment Discount of % is offered for Payment Made Within Days of Acceptance of Goods or Services. If Prompt Payments are not offered or accepted, payments shall be made 30 days after receipt and acceptance of goods or services or after the date of receipt of the invoice whichever is later.

Delivery Dates: Delivery Dates are to be specified in Calendar Days from the Date of Order.

Bid Prices: Pre-Award bid prices shall remain Firm and Irrevocable for a Period of 60 Days.

☒ Exceptions: Contractor/Supplier does not take Exception to Bid Specifications or Other Requirements of this Solicitation. If neither exceptions box is checked, default shall be "No Exceptions"

Contractor/Supplier take the following Exception(s) to the Bid Specifications or Other Requirements of this Solicitation (Explain in Detail). If box checked but no exceptions are listed, default shall be "No Exceptions"

Historically Underutilized Business (HUB): It is the policy of the Town of Addison to involve HUBs in the procurement of goods, equipment, services and construction projects. Prime Contractors/Suppliers are encouraged to provide HUBs the opportunity to compete for sub-contracting and other procurement opportunities. A listing of HUBs in this area may be accessed at the following State of Texas Website.

<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>.

HUB Owned Business Yes No Include a current copy of your HUB certification with your response or insert Certification number N/A and expire date \_\_\_\_\_.

Other Government Entities: Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded under the same Terms and Conditions? Yes No

Bid Bond: Is Bid Bond attached if applicable? Yes No

Termination: The town at any time after issuance of this agreement, by 30 days written notice, has the absolute right to terminate this agreement for cause or convenience. Cause shall be the contractor/supplier's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the contract/purchase order. In such case the supplier shall be liable for any damages suffered by the town. If the agreement is terminated for convenience, the supplier has no further obligation under the agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the town as of the effective date of the termination.

Bidder Compliance: Bidder agrees to comply with all conditions contained in this Information and Instruction Form and the additional terms and conditions and specifications included in this request. The undersigned hereby agrees to furnish and deliver the articles or services as specified at the prices and terms herein stated and in strict accordance with the specifications and conditions, all of which are made a part of your offer. Your offer is not subject to withdrawal after the award is made.

The Town of Addison reserves the right to reject all or part of the offer and to accept the offer considered most advantageous to the town by item or total bid.

The Town of Addison will award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the Town.

I hereby certify that all of the information provided in sections I and II are true and accurate to the best of my knowledge.

Signature: Candace Gillispie Date: 4/23/2018

Title: President

Signature certifies no changes have been made to the content of this solicitation as provided by the Town of Addison.

10/17/17

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## Town of Addison

### Indemnification Agreement

**Contractor's Indemnity Obligation.** Contractor covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Owner), INDEMNIFY, AND HOLD HARMLESS Owner, its past, present and future elected and appointed officials, and its past, present and future officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, the "Owner Persons" and each being an "Owner Person"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees (including attorney's fees), fines, penalties, expenses, or costs, of any kind and nature whatsoever, made upon or incurred by Owner and/or Owner Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the services to be provided by Contractor pursuant to this Agreement, (ii) any representations and/or warranties by Contractor under this Agreement, (iii) any personal injuries (including but not limited to death) to any Contractor Persons (as hereinafter defined) and any third persons or parties, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Contractor or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Contractor is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Contractor Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

Contractor shall promptly advise Owner in writing of any claim or demand against any Owner Person related to or arising out of Contractor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Contractor's sole cost and expense. The Owner Persons shall have the right, at the Owner Persons' option and own expense, to participate in such defense without relieving Contractor of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

The provisions in the foregoing defense, indemnity and hold harmless are severable, and if any portion, sentence, phrase, clause or word included therein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect, such invalidity, illegality, voidness, or unenforceability shall not affect any other provision thereof, and this defense, indemnity and hold harmless provision shall be considered as if such invalid, illegal, void, or unenforceable provision had never been contained in this Agreement. **In that regard, if the capitalized language included in the foregoing indemnity is so determined to be void or unenforceable, the parties agree that:**

(i) the foregoing defense, indemnity, and hold harmless obligation of Contractor shall be to the extent Claims are caused by, arise out of, or result from, in whole or in part, any act or omission of Contractor or any Contractor Persons; and

(ii) notwithstanding the provisions of the foregoing subparagraph (i), to the fullest extent permitted by law, Contractor shall INDEMNIFY, HOLD HARMLESS, and DEFEND Owner and Owner Persons from and against all Claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Contractor or any of its subcontractors, regardless of whether such Claims are caused, or are alleged to be caused, in whole or in part, by the negligence, or any act or omission, of Owner or any Owner Persons, it being the expressed intent of Owner and Contractor that IN SUCH EVENT THE CONTRACTOR'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF OWNER OR ANY OTHER OWNER PERSON, OR CONDUCT BY OWNER OR ANY OTHER OWNER PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. The indemnity obligation under this subparagraph (ii) shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under workers compensation acts, disability benefit acts, or other employee benefit acts.

I understand that the indemnification provisions are required of all Town of Addison Contracts. I have read the provisions and agree to the terms of these provisions.

Project/Bid#: 18-94, Sherlock Drive

Company Name: FNH Construction, LLC

Signature: 

Date: 4/23/2018

**CITY OF ADDISON, TEXAS**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

**REQUIREMENTS**

Contractors performing work on CITY OF ADDISON property or public right-of-way shall provide the CITY OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ADDISON. Contractors shall provide CITY OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. <b>Workers' Compensation Employers' Liability</b> to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence  Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	<b>CITY OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.</b>
2. <b>Commercial General (Public) Liability</b> to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	<b>CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.</b>
3. <b>Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	<b>CITY OF ADDISON to be listed as <u>ADDITIONAL INSURED</u> and provided <u>30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above.</b>

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Addison.



2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ADDISON within 10 working days.

**A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.**

**AGREEMENT**

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

**Project/Bid#\_18-94Sherlock**

**Drive** \_\_\_\_\_

**Company:** **FNH** **Construction,** **LLC**

**Printed** \_\_\_\_\_ **Name:** Candace \_\_\_\_\_ **Gillespie**

**Signature:** Candace Gillespie **Date:** 4/23/18 \_\_\_\_\_

## PROPOSAL FORM

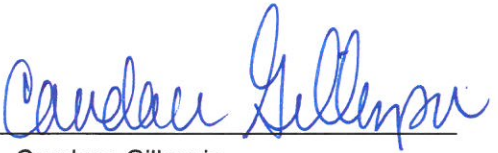
4/23 , 2018

TO: The Honorable Mayor and Town Council  
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

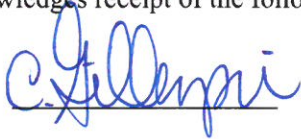
Signed by:

  
Candace Gillespie

### ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1



Addendum No. 2

\_\_\_\_\_

Addendum No. 3

\_\_\_\_\_

The following pages contain all bid items for:

BID SCHEDULE – SHERLOCK DRIVE STORM DRAIN IMPROVEMENTS

- NOTES:
1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.
  2. Prices must be shown in words and figures for each item listed in the Proposal. In the event of discrepancy, the words shall control.
  3. Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the Town of Addison, as set forth in the Special Provisions. Materials include, but are not limited to purchased items such as water pipe, sanitary sewer pipe, storm drain pipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the Town of Addison's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

Candace Gillespie

Name of Person Signing Bid

Candace Gillespie

Signature of Person Signing Bid

4099 McEwen Rd., Ste. 600, Farmers Branch, TX 75244  
Address

469-248-0301  
Telephone No.

469-248-2720  
Fax No.

465452446  
T.I.N. (Tax Identification or Employer's Number)



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)

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**A CORPORATION** *LLC*

By FNH Construction, LLC

(Corporation Name)

Texas

(State of Incorporation)

By Candace Gillespie

*Candace Gillespie*

(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest

*Matt Patchin*

*[Signature]*

(Secretary)  
witness

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

4099 McEwen Rd., Ste.600, Farmers Branch, TX 75244

Phone No. 469-248-0301

**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 party to the joint venture should be in the manner indicated above.)