



SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR THE **DESIGN BUILD** CONSTRUCTION, OF  
**TOWN OF ADDISON  
WINNWOOD PARK GAZEBO /  
BRIDGE REPLACEMENT AND  
TOWN HALL BRIDGE  
REPLACEMENT**

TOWN OF ADDISON, TEXAS  
BID NUMBER **19-200**

June 13, 2019



PREPARED BY:

**Town of Addison**  
16801 Westgrove Rd  
Addison, TX 75001

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**North Rock Construction, LLC**

525 S. Loop 288, Suite 105

Denton, TX 76205

### SURETY:

(Name, legal status and principal place of business)

**The Guarantee Company of North America USA**

One Towne Square, Suite 1470

Southfield, MI 48076-3725

### Mailing Address for Notices

**The Guarantee Company of North America USA**

One Towne Square, Suite 1470

Southfield, MI 48076-3725

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

16801 Westgrove Road

Addison, TX 75001

**BOND AMOUNT: Five Percent of the Greatest Amount Bid**

**(5% G.A.B.)**

### PROJECT:

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

**Winnwood Park Gazebo / Bridge Replacement & Town Hall Bridge Replacement**

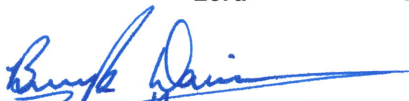
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

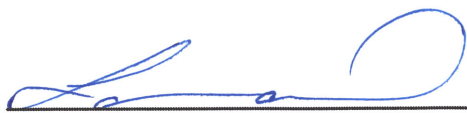
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 **23rd** day of **July**

**2019**

  
(Witness) **Brock Davies**

  
(Witness) **Lorena Mancía**

**North Rock Construction, LLC**

(Principal)

(Seal)

By: 

(Title) **John F. Gann II,**

**President**

**The Guarantee Company of North America USA**

(Surety)

(Seal)

By: 

(Title) **Brady K. Cox**

**Attorney-in-Fact**



## TEXAS CONSUMER NOTICE

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your **agent** at:
3. You may call The Guarantee Company of North America USA's toll-free telephone number for information or to make a complaint at: 1-866-328-0567
4. You may also write to The Guarantee Company of North America USA at:
- One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Info@theguaranteeus.com](mailto:Info@theguaranteeus.com)  
Fax: 248-750-0431
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:
- 333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)
7. **PREMIUM OR CLAIM DISPUTES:**  
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) 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 **agent** al
- Usted puede llamar al numero de telefono gratis de The Guarantee Company of North America USA's para informacion o para someter una queja al: 1-866-328-0567
- Usted tambien puede escribir a to The Guarantee Company of North America USA;
- One Towne Square, Suite 1470  
Southfield, Michigan 48076  
Web: [www.theguaranteeus.com](http://www.theguaranteeus.com)  
E-mail: [Info@theguaranteeus.com](mailto:Info@theguaranteeus.com)  
Fax: 248-750-0431
- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al: 1-800-252-3439
- Puede escribir al Departamento de Seguros de Texas:
- 333 Guadalupe Street  
P.O. Box 149104  
Austin, TX 78701  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)
- DISPUTAS SOBRE PRIMAS O RECLAMOS:**  
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) agente o la compania) 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 document adj unto.



The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William D. Baldwin, Michael B. Hill, Brady K. Cox, Brock Baldwin, Brent Baldwin, Darrell Blaine Allen  
Baldwin-Cox Agency LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN  
County of Oakland**

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland

My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 23rd day of July, 2019

**Randall Musselman, Secretary**

## PROPOSAL FORM

August 06, 2019

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:

  
\_\_\_\_\_  
John F. Gann II,

\_\_\_\_\_  
President

### ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 07/15/2019

Addendum No. 2 07/15/2019

Addendum No. 3 N/A

The following pages contain all bid items for:

BID SCHEDULE 1 – DESIGN BUILD REPLACEMENT OF WINNWOOD PARK GAZEBO / BRIDGE AND  
TOWN HALL BRIDGE

**BID FORM**  
**BASE BID**



Item No.	Bid Qty	Unit	Description	Unit Price	Total	Sheet Reference
BASE BID - WINNWOOD PARK						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS	7,041.34	7,041.34	Specs
2	1	LS	DEMOLITION PEDESTRIAN BRIDGE	19,332.87	19,332.87	LA-1
3	1	LS	DEMOLITION GAZEBO	15,084.44	15,084.44	LA-1
4	1	LS	SHOP DRAWINGS BRIDGE	590.00	590.00	Plans
5	1	LS	SHOP DRAWINGS GAZEBO	336.30	336.30	Plans
6	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS	106,113.58	106,113.58	Plans
7	1	LS	GAZEBO MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS	47,831.90	47,831.90	Plans
8	1	LS	ELECTRICAL CONDUIT AND LIGHTING INSTALLATION	5,900.00	5,900.00	Plans
BASE BID TOTAL IN FIGURES				202,230.43		
BASE BID TOTAL IN WORDS				Two hundred two thousand, two hundred thirty dollars and forty-three cents		
ALT. BID ITEM 1- TOWN HALL						
1	1	LS	MOBILIZATION AND GENERAL CONDITIONS	3,048.70	3,048.70	Specs
2	1	LS	DEMOLITION BRIDGE	5,042.81	5,042.81	Plans
2	1	LS	SHOP DRAWING BRIDGE	236.00	236.00	Plans
3	1	LS	BRIDGE MANUFACTURING, SHIPPING, INSTALLATION, DECKING AND ALL SUBSIDIARY ITEMS	43,378.91	43,378.91	Plans
ALTERNATE BIDS IN FIGURES				51,706.42		
ALTERNATE BID IN WORDS				Fifty one thousand, seven hundred six dollars and forty-two cents		

**ALTERNATE BID ITEM 2 - OPTIONAL VALUE ENGINEERING BY CONTRACTOR**

Item No.	Bid Qty	Unit	Description	Unit Price	Total	Sheet Reference
<b>ALTERNATE BID ITEM 2 - OPTIONAL VALUE ENGINEERING BY CONTRACTOR</b>						
OPT A						ATTACH DESCRIPTION
DEDUCTIVE ALTERNATE #2A TOTAL IN FIGURES						
DEDUCTIVE ALTERNATE #2A TOTAL IN WORDS						
OPT B						ATTACH DESCRIPTION
DEDUCTIVE ALTERNATE #2B TOTAL IN FIGURES						
DEDUCTIVE ALTERNATE #2B TOTAL IN WORDS						
OPT C						ATTACH DESCRIPTION
DEDUCTIVE ALTERNATE #2C TOTAL IN FIGURES						
DEDUCTIVE ALTERNATE #2C TOTAL IN WORDS						
<b>CONSTRUCTION TIME FRAME BID</b>						

Contractor is to bid the number of calendar days required to substantially complete the project.

(Construction of the project will be substantially completed within **60 (Sixty)** calendar days, following the notice to proceed.

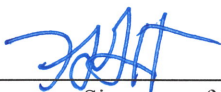
NOTES: 1. All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

2. Total price must be shown in words and figures on the Bid Form. 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.

John F. Gann II, President

Name of Person Signing Bid



Signature of Person Signing Bid

525 S. Loop 288, Suite 105, Denton, TX. 76205

Address

940-220-5500

Telephone No.

877-305-4657

Fax No.

27-0416466

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

If BIDDER is:

AN INDIVIDUAL

By \_\_\_\_\_ **N/A** \_\_\_\_\_ (Seal)  
(Individual's Name)

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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A PARTNERSHIP

By \_\_\_\_\_ **N/A** \_\_\_\_\_ (Seal)  
(Firm Name)

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

A CORPORATION

By \_\_\_\_\_ **North Rock Construction, LLC** \_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_ **Texas** \_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  \_\_\_\_\_ **John F. Gann II** \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_ **President** \_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  \_\_\_\_\_  
**Brock Davies** (Secretary)

Business address: \_\_\_\_\_ **North Rock Construction, LLC** \_\_\_\_\_

\_\_\_\_\_ **525 S. Loop 288, Suite 105** \_\_\_\_\_

\_\_\_\_\_ **Denton, TX. 76205** \_\_\_\_\_

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

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A JOINT VENTURE

By \_\_\_\_\_ **N/A** \_\_\_\_\_  
(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.)

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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: North Rock Construction, LLC

Business Address: 525 S. Loop 288, Ste 105  
Denton, TX. 76205

Contact Name: Johnny Gann, President

Phone#: 940-220-5500

Fax#: 877-305-4657

Email: jgann@nrockconstruction.com

Name(s) Title of Authorized Company Officers:

John F. Gann II, President

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

DUN #:

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: ~~#1~~ ~~#2~~ ~~#3~~ ~~#4~~ ~~#5~~

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

Town of Addison

5350 Beltline Road

Dallas, TX 75254

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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:    Date: 8-6-19

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#: **Bid #19-200 Winnwood Park Gazebo/Bridge Replacement & Town Hall Bridge Replacement.**

Company Name: North Rock Construction, LLC

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



Date: Tuesday, Aug. 06, 2019

## CONTRACTOR QUALIFICATION STATEMENT

Firm Name: North Rock Construction, LLC Date Organized: 2013  
☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Sole Proprietor  
Address: 525 S. Loop 288, Suite 105  
City: Denton State: TX. Zip: 76205  
Telephone Number(s): 940-220-5500 Email: jgann@nrockconstruction.com  
Number of years in business under present name: Six +  
Former name(s) of organization: N/A  
Surety Bonding Company: The Guarantee Company of North America USA  
Surety's AM Best Rating: (Must be A Rated or Better) A, Excellent  
Insurance Agency Address: K&S Insurance, 2255 Ridge Rd., Ste. 333, Rockwall, TX. 75087  
Contact Person: Jay Jordan Phone Number: 972-771-4071  
Percentage of work to be done by Bidders Employees (Based on Amount of Bid) \$

### 1. LIST OF SIMILAR COMPLETED PROJECTS:

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$1,300,000.00	2+ Miles of Nature Hike/Bike Trail Paving	Mar. 2019	Town of Flower Mound; 972-874-6308
\$360,000.00	4,000LF+ of concrete walking trail with pedestrian bridges in new construction neighborhood park	Feb. 2019	History Maker Homes; 817-849-5282
\$1,200,000.00	3+ miles of paved hike/bike trail; low-water crossings, pedestrian bridge, & traffic signal installation.	Jan. 2018	City of Denton; 940-349-7275
\$2,390,000.00	13,000LF of primary concrete trail; low water crossings, pedestrian bridge, masonry walls, & box culverts	Aug. 2015	City of Irving; 972-721-2719

### 2. LIST OF SIMILAR PROJECTS UNDER CONSTRUCTION OR UNDER CONTRACT:

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$96,000.00	Drainage improvements & repaving 450LF of Hike & Bike Trail	*Aug. 2019	City of Plano; 972-941-7250
\$265,000.00	3,500LF of concrete Hike/Bike trail w/retaining walls	*Sept. 2019	TRWD: 817-335-2491
\$155,000.00	1,200LF of Hike/Bike Trail; stone gravity walls pedestrian bridge, & equipment crossing	*Sept. 2019	View of Fort Worth: 602-432-7121
\$410,000.00	1,100LF+ paved walkways; pre-fabricated restroom building, utility adjustments, and revegetation.	*Oct. 2019	Town of Flower Mound; 972-874-6308

### 3. LIST OF SURETY BONDS IN FORCE ON ABOVE INCOMPLETE WORK (LIST 2):

Amount of Contract	Type of Work	Date Completed	Name & Telephone Number of Owner
\$96,000.00	Drainage improvements & repaving 450LF of Hike & Bike Trail	*Aug. 2019	City of Plano; 972-941-7250
\$265,000.00	3,500LF of concrete Hike/Bike trail w/retaining walls	*Sept. 2019	TRWD: 817-335-2491
\$410,000.00	1,100LF+ paved walkways; pre-fabricated restroom building, utility adjustments, and revegetation.	*Oct. 2019	Town of Flower Mound; 972-874-6308

July, 2019

References

Project Name and Location:	Russell Creek Trail Undercrossing at Independence	Plano, TX
Contract Amount:	\$440,292.07	
Scope of work:	Erosion control, temp. fencing, clearing, grubbing, excavation, grading, demo of drainage structures, construct and connect new drainage structures, new hike and bike reinforced concrete trail, retaining wall with stone face, guard rail with stone columns, and establish sod.	
Owner Contact Info:	City of Plano, TX	Renee Burke Jordan, AICP
	(972) 941-7168	<a href="mailto:reneej@plano.gov">reneej@plano.gov</a>
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	E. Jefferson Bridge # 2 Rehabilitation	Grand Prairie, TX
Contract Amount:	\$516,812.91	
Scope of work:	Erosion control & prep of ROW, remove existing concrete & metal, remove & repair cracked concrete, install new guard fence & rail, concrete, wing wall extensions, bridge rail & transitions.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	<a href="mailto:Lrmiller@gptx.org">Lrmiller@gptx.org</a>
	PO Box 534045	Grand Prairie, TX 75051
Project Name and Location:	Roy Orr Bridge	Grand Prairie, TX
Contract Amount:	\$437,212.78	
Scope of work:	Demo and haul off, excavation and grading, excavate & fill, block sodding, install concrete, void fill, compacted base, install toe walls, under drain and shoulder drain.	
Owner Contact Info:	City of Grand Prairie, TX	Leland Miller
	(972) 237-8529	<a href="mailto:Lrmiller@gptx.org">Lrmiller@gptx.org</a>
	PO Box 534045	Grand Prairie, TX 75051

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Project Name and Location:	Unity Park Phase 2B	Highland Village, TX
Contract Amount:	\$380,713.75	
Scope of work:	N Parking Lot, restrooms and volleyball ct. Erosion control, remove existing, provide earthwork & grading, construct/install concrete, signage, pavement markings, fencing, bike racks, landscaping, restroom bldg..	
Owner Contact Info:	City of Highland Village, TX	Fince Espinosa
	(972) 317-7430	<a href="mailto:fespinoza@highlandvillage.org">fespinoza@highlandvillage.org</a>
	1000 Highland Village Rd	Highland Village, TX 75077
Project Name and Location:	Saint Jo ISD, Tennis Courts	Saint Jo, TX
Contract Amount:	\$184,880.40	
Scope of Work:	Two (2) tennis courts with associated parking, access sidewalks, and fencing. realignment of access driveway to new courts.	
Owner Contact Info:	Saint Jo Independent School District	Larry H. Smith, Superintendent
	(940) 995-2668	<a href="mailto:larry.smith@esc9.net">larry.smith@esc9.net</a>
	206 W Evans St	Saint Jo, TX 76265
Project Name and Location:	Watters Crossing	Allen, TX
Contract Amount:	\$369,894.23	
Scope of Work:	Demo & haul off, excavation & grading, handicap & playground ramps, new concrete pavement, hike & bike trail, drainage, install grills, benches and playground units, construct decomposed granite walk & seating area, install stone veneer, sod, repair irrigation system and add drainage.	
Owner Contact Info:	City of Allen, TX	Matthew D. McComb, Landscape Architect
	(214) 509-4721	<a href="mailto:mmccomb@cityofallen.org">mmccomb@cityofallen.org</a>
	900 S Greenville Ave	Allen, TX 75002

Project Name and Location:	Carrollton Downtown Trail	Carrollton, TX
Contract Amount:	\$480,000.67	
Scope of Work:	Fiber reinforced concrete trail, trail widening, pavement markings, pedestrian bridge, trail amenities, landscaping, irrigation and pavers.	
Owner Contact Info:	City of Carrollton, TX	Andrew Combs, PE
	(972) 466-3078	andrew.combs@cityofcarrollton.com
	1945 E. Jackson Rd	Carrollton, TX 75006
Project Name and Location:	Trash Interceptor for West Irving Creek Outlet	City of Irving, TX
Contract Amount:	\$ 648,766.83	
Scope of Work:	all concrete, steel, appurtenances, tools, equipment, labor and incidentals necessary to install complete in place the drive aisles, pavement, reinforced concrete footings, gabions, and associated site work for the trash interceptor structures	
Owner Contact Info:	City of Irving, TX	Gene Moulden, Planning Manager
	(972) 721-2719	<a href="mailto:gmoulden@cityofirving.org">gmoulden@cityofirving.org</a>
	825 W Irving Blvd	Irving, TX 75060
Project Name and Location:	G. Roland Vela Athletic ComplexDenton, TX.	
Contract Amount:	\$5,692,727.00	
Scope of Work:	Construction of a 16ac. Four field athletic complex; earth work & site grading, 400 space concrete parking lot, athletic field lighting, concession/restroom building, utilizes, landscape & irrigation, pedestrian paving, playground structure, shade pavilions, and drainage culvert bridge.	
Owner Contact Info:	City of Denton, TX	Jim Mays, Construction Admin
	(940) 349-7200	<a href="mailto:jim.mays@cityofdenton.com">jim.mays@cityofdenton.com</a>
	869 S. Woodrow	Denton, TX 76205

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Project Name and Location:	Pedestrian Trail Connection Project	Highland Village, TX
Contract Amount:	\$1,007,937.92	
Scope of Work:	5" and 6" reinforced concrete pavement, reinforced concrete pipe and box culvert drainage structures, inlets, headwalls, stone veneer reinforced concrete retaining walls, landscaping, irrigation, electrical, and other misc. related appurtenances	
Owner Contact Info:	City of Highland Village, TX	Fince Espinosa
	(972) 317-7430	<a href="mailto:fespinoza@highlandvillage.org">fespinoza@highlandvillage.org</a>
	1000 Highland Village Rd	Highland Village, TX 75077
Project Name and Location:	The Dog Park at Jack Carter Park	Plano, TX
Contract Amount:	\$531,613.46	
Scope of Work:	Entry gates, fence and plaza reconstruction, shade shelters, lighting and controls, irrigation system, misc. concrete paving and site furnishings.	
Owner Contact Info:	City of Plano, TX	Bill Dakin
	(972) 941-7271	<a href="mailto:billd@plano.gov">billd@plano.gov</a>
	PO Box 860358	Plano, TX 75086-0358
Project Name and Location:	Hillside Park	Allen, TX
Contract Amount:	\$252,142.76	
Scope of Work:	Concrete flatwork, playground improvements, masonry signage, demo, landscape, earthwork and irrigation.	
Owner Contact Info:	City of Allen, TX	Laura Demos, Park Planner
	(214) 509-4720	<a href="mailto:ldemos@cityofallen.org">ldemos@cityofallen.org</a>
	900 S. Greenville Ave.	Allen, TX 75002

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Project Name and Location:	Wylie Municipal Complex Trail    Wylie, TX	
Contract Amount:	\$480,436.50	
Scope of Work:	Park improvements including new concrete trail, sidewalk connections, enhancement of an old roadway, new pre-fabricated pedestrian bridge, and other misc.	
Owner Contact Info:	City of Wylie, TX	Michael B. Sferra, Public Service Director
	(972) 516-6381	<a href="mailto:mike.sferra@wylietexas.gov">mike.sferra@wylietexas.gov</a>
	300 Country Club Rd, Bldg. 100	Wylie, TX 75098
Project Name and Location:	Collin County Walking Trail	Collin County
Contract Amount:	\$418,593.95	
Scope of Work:	Construction of walking trail including trail lighting, picnic areas, and memorial plaque wall area. Demo and roadway work as required	
Owner Contact Info:	Collin County, TX	Matthew F. Dobecka, CPPO, CPPB
	(972) 548-4103	<a href="mailto:mdobecka@collincountytexas.gov">mdobecka@collincountytexas.gov</a>
	2300 Bloomdale Rd., Ste 3160	McKinney, TX 75071
Project Name and Location:	Lone Star/Campion Trail Connection	City of Irving
Contract Amount:	\$2,391,150.78	
Scope of Work:	Excavation and grading, 13,000 lf of primary concrete trail, retaining walls, low water crossings, ornamental railing, pedestrian bridge, 75 lf box culvert, masonry walls and columns, fencing and railing, park furnishings, and associated appurtenances.	
Owner Contact Info:	City of Irving, TX	Gene Moulden, Planning Manager
	(972) 721-2719	<a href="mailto:gmoulden@cityofirving.org">gmoulden@cityofirving.org</a>
	825 W Irving Blvd	Irving, TX 75060

Project Name and Location:	Various Projects	Denton, TX
Contract Amount:	\$5,000 to \$300,000+	
Scope of Work:	demo, backfill, foundations, paving, ramps, curb & gutter, etc.	
G/C Contact Info:	Links Construction LLC	Wes Byrne, President
	(940) 566-5465	<a href="mailto:wbyrne@linksconstruction.com">wbyrne@linksconstruction.com</a>
	525 S. Loop 288, Suite 105	Denton, TX 76205

Current Projects:		
Unity Park Softball field Expansion	City of Highland Village, TX	\$ 934,648.38
Coit Road RxR Paving Improvements	City of Plano, TX	\$ 337,471.53
Denton County Court House Pavers Repair	Denton County, TX	\$ 1,114,320.00
Bakersfield Park sidewalk & Restroom	Flower Mound, TX.	\$ 327,805.06