Titus County TX – Building Remediation Bid

Stansell Construction, LLC 100 County Road 4510 Mt Pleasant TX 75455

SEALED BID SPECIFICATIONS AND CONTRACT DOCUMENTS



Titus County, TX

Courts Building Remediation

CONSTRUCTION CONTRACT DOCUMENTS

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INVITATION TO BID BUILDING REMEDIATION

Notice is hereby given that Titus County, TX will receive sealed bids at 100 West 1st Street, Suite 200, Mount Pleasant, TX 75455 until 10:00 am, on Friday, June 25, 2021, at which time bids will be publicly opened and read. Bids received after the time set for opening of bids, will not be considered and will be returned unopened.

Contract bid documents, specifications and plans may be viewed at www.civcastusa.com.

Bidders are notified that a cashier's check, a certified check or a surety bid bond for five percent (5%) of the bid shall accompany the sealed proposal of each bidder. All paperwork in the bids submitted shall be complete. Any incomplete paperwork may be considered an unresponsive bid. Bidders agree to commence Work within ten (10) calendar days after issuance of a Notice to Proceed. The prospective bidders are asked to provide their required duration for completion of the project.

The successful contractor will be selected based on total cost, project duration and references statements. Titus County, TX reserves the right to reject any or all bids and to waive minor irregularities.

A pre-bid conference will not be held. However, prospective bidders are encouraged to visit the project site.

INFORMATION FOR BIDDERS

Titus County, TX will receive sealed bids at the Titus County Courthouse, located at 100 West 1st Street, Suite 200, Mount Pleasant, TX 75455 until 10:00 am, on Friday, June 25, 2021 at which time bids will be publicly opened and read. Bids received after the time set for opening of bids, will not be considered and will be returned unopened.

Contract bid documents, specifications and plans may be viewed at www.civcastusa.com. For all questions relating to the plans and specifications, contact Judge Brian Lee by email at titusjudge@gmail.com.

Each sealed envelope containing a bid must be plainly marked on the outside as TITUS COUNTY TX – BUILDING REMEDIATION BID and the envelope should bear on the outside the bidder's name, address and license number, if applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to TITUS COUNTY, TX, ATTN.: Judge Brian Lee; 100 West 1st Street, Suite 200, Mount Pleasant, TX 75455.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. The successful bidder will be determined based on:

- 1. Cost of base contract
- 2. Cost of alternates
- 3. Contractors stated completion duration
- 4. Testimonials from Letters of Reference from Owners of three (3) previous contracts
- 5. Resumes of key project personnel proposed for this project

No bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. The site will be open for bidders' review on June 14 from 8 am until 5 pm. Questions regarding this site visit may be submitted to wclark@priefert.com. Therefore, after bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond and/or statutory bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the Contract Price and each with a corporate surety, licensed to do business in the State of Texas, having a bond rating of A (excellent) and approved by the Owner, will be required for the faithful performance of the contract. The prospective bidders shall provide a letter from its Surety, stating its "intent to bond" the project for its principal, along with a statement of the bidder's bonding capacity.

Attorneys-in-fact who sign bid bonds, payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and deliver required bonds and insurance certificates within ten (10) calendar days from the date when Notice of Contract Award is delivered to the bidder. The Notice of Contract Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner. The Owner shall sign the agreement and return to such party an executed duplicate of the agreement.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the Work contemplated therein.

A conditional or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder. When alternates are used, the lowest responsible bidder will be determined by totaling the base bid and selected alternate bids.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

When alternate bids are taken, they will be listed in numerical order with the highest priority being number one, second priority being number two, etc.

The low bidder shall supply the names and addresses of major material suppliers and Subcontractors when required to do so by the Owner.

Note that this project is exempt from sales tax. The successful bidder will be provided documentation to prove tax exempt status for purchasing materials related to the project.

Permit and inspection costs, if any, will be paid by the County.

BID PROPOSAL

Proposal of Stansell Construction, LLC
(Hereinafter called "Bidder"), organized and existing under the laws of the State of,
doing business as an individual * to TITUS COUNTY, TEXAS,
(Hereinafter called "Owner"). In compliance with the Advertisement for Bids, Bidder hereby proposes to
perform all Work for the construction of <u>Building Remediation</u> in strict accordance with the Contract Documents within the time set forth therein and at the prices stated below.
By submission of this bid, each Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid, with any other Bidder.
Bidder hereby agrees to commence Work under this contract within ten (10) days of the date to be specified in the Notice to Proceed and to complete the Project within 120 (bidder to insert duration here) consecutive calendar days thereafter.
Bidder further agrees to pay as liquidated damages, and not as a penalty, the sum of \$ 250.00 for each consecutive calendar day thereafter as provided in Section 14 of the General Conditions.
No Bidder may withdraw a bid within 30 days after the actual opening thereof. Each bid must be accompanied by:
X Bid Bond payable to Owner for 5% of the amount bid
X Business Relationship Affidavit
X Non-Collusion Affidavit
X Claim or Invoice Affidaviit
X Surety letter stating intent to bid and bonding capacity for single project and total projects
X Letters of Reference from Owners of three (3) previous projects
X Resumes of key personnel dedicated for project
Bidder acknowledges receipt of the following addenda:

^{*}Insert "a corporation", "a partnership" or "an individual", as applicable.

SCOPE OF WORK & PAY ITEM DESCRIPTIONS

This is a lump sum contract that is broken out by major items of work. Bidders shall completely fill out the entire bid schedule. All labor, equipment, materials and incidentals related to the bid items shall be included in the unit costs whether or not specifically listed in the pay items.

GENERAL SCOPE OF WORK:

The project includes repairs and renovation work resulting from water damage from busted pipes. In general, the repairs consist of replacing flooring and drywall, and retexturing and repainting walls. Additional renovation work includes replacement of the HVAC system and interior lighting, applying spray-foam insulation to the roof and within the wall cavities, constructing new cabinets, installing new acoustical tile ceiling, installing new lighting, installing new hose bibs, replacing glass storefront entry doors and replacing exterior door thresholds. Additional exterior work includes clearing caulked weep holes in the masonry façade, caulking and repainting exterior wood siding and the repair of roof leaks at the entry vestibule.

PAY ITEMS:

General Conditions:

The General Conditions line item shall include costs of bonding, insurance and site safety equipment. All other preparatory work that would be considered optional by the contractor, such as portable toilets, construction and trash removal and job trailers shall be included in this line item.

Mobilization/De-mobilization:

This item includes all costs associated with mobilizing and de-mobilizing equipment, material and manpower to the project site. 75% of this line item will be paid at the time of the first regularly scheduled payment application if mobilization has occurred. The remaining 25% of this item will be paid after all equipment has been removed from the jobsite and the jobsite is cleared of all construction materials and related debris.

3. Spray Foam Insulation (walls):

This item shall include all costs associated with installing 3.5" minimum thickness of closed cell spray foam insulation within all exterior wall cavities as shown in plans.

Spray Foam Insulation (roof):

This item shall include all costs associated with installing 5" minimum thickness of closed cell spray foam insulation to the underside of the roof panel as shown on plans.

5. Exterior Weep Hole Clearing:

This item shall include all costs associated with the clearing of caulked weepholes at the building's south exterior wall.

6. Gutter and Downspout Replacement:

Replace gutters and downspouts with commercial grade material. Spacing between downspouts shall not exceed twenty-five (25) feet. Downspout outlets (elbows) are to extend beyond planting beds to sidewalks. Two downspouts on the west façade are to be connected to existing undersidewalk piping. Where no sidewalks exist concrete splash blocks shall be provided. Glazing shall have light smoke tint.

7. Exterior Door Replacement:

This item shall include all costs associated with replacing two (2) 3070 doors at the Room 101 Lobby.

These doors shall be insulated aluminum storefront doors with closures, panic hardware, weather seals, door-pulls and kickdown door stops. Doors and all hardware shall have dark bronze finish.

The contractor shall replace six (6) existing doors (105B, 108B,111A,116B, 118B,119B) with new hollow metal doors, with automatic closure, panic exit device, lockset, outdoor lever latch, kick plate and adjustable/levelling threshold for each new door. Paint door and frame with exterior grade paint.

8. Hose Bib Install:

This item shall include all costs associated with installing two (2) new freeze proof hose bibs as specified and located in plans.

9. Flooring Replacement:

This item shall include all costs associated with removal of existing and installation of new flooring as specified in plans. For all areas except Rooms 100 and 101, provide new 12"x12" ceramic tile throughout. Samples to be provided by contractor and selected by Owner. Allow \$2.00 / sf for tile only. Grout and labor to be included in base bid. Owner to receive credit towards line item if tile cost is less than the \$2.00 allowance.

ALTERNATE #2: Remove existing ceramic tile in Rooms 100 and 101 and install tile in these areas as described in Item 8.

ALTERNATE #3: Remove existing ceramic tile in Rooms 100 and 101 and install ceramic wood grain flooring (tiles approximately 6"x24"). Samples to be provided by contractor and selected by Owner. Allow \$2.75 / sf for tile only. Grout and labor to be included in base bid. Owner to receive credit towards line item if tile cost is less than the \$2.75 allowance.

10. Drywall Replacement:

This item shall include all costs associated with the installation of a two (2) foot high section of drywall at locations indicated in the Room Schedule.

11. Interior Wall Finish:

This item shall include all costs associated with texturing and painting of interior wall surfaces as specified in plans. The lower two (2) feet of wall height will be bare drywall, installed by the Contractor under Item 9. Sanding the upper six (6) feet of wall height will be required, prior to retexturing and repainting.

12. HVAC Renovation:

This item shall include all costs associated with reusing three (3) existing units, removing existing HVAC system components as directed in the mechanical demolition plans and install / reroute new ducting and thermostats of new rezoned system as shown in plans. Also included is the installation of a new fan coil inside and outside unit and all associated ductwork.

13. Cabinet Construction and Install:

This item shall include all costs associated with construction and installation of custom cabinets as shown in plans.

Concrete (complete-in-place):

This item shall include all costs associated with concrete underpinning of corner of Entry (Room 100).

Roof Repair:

This item shall include all costs associated with repairing roof to resolve leaks at the entry vestibule.

16. Exterior Wall Finish:

This item shall include all costs associated with caulking and repainting exterior wood siding. Also included is the in-fill of wood and brick at two locations where through-wall air units are removed.

The mechanical fans and louvers at the gable ends of the building shall be removed. Openings shall be covered with R-panel similar to the panel in the remainder of the gable.

ALTERNATE #1: Remove and replace all R-panel in gable end walls

→NOTE: This work item must be completed prior to work Item 3.

17. Ceiling Install:

This item shall include all costs associated with removing existing ceiling tiles grid and replacing with new grid and new 2'x2' tegular acoustical tile ceiling.

18. Electrical:

This item shall include all costs associated with removal of existing lighting and replacing with new lighting as shown in plans. Also included in the electrical scope is the installation of new outlets as shown in plans.

BID SCHEDULE

REFER TO PAY ITEM DESCRIPTIONS & SCOPE OF WORK ABOVE FOR A DETAILED DESCRIPTION OF EACH BID ITEM. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO BIDDING.

NAME OF BIDDER: Stansell Construction, LLC

BASE BID:

Cost bid is for a building remediation project that includes all labor, equipment and material for the items listed below and any other items considered subsidiary to those items. Contractor overhead and profit are to be included in the price for each line item.

ITEM	DESCRIPTION	PRICE:
1.	General Conditions	\$_16,800.00
2.	Mobilization/De-mobilization	\$ <u>3,000.00</u>
3.	Spray Foam Insulation (walls)	\$ <u>28,806.00</u>
4.	Spray Foam Insulation (roof)	
5.	Exterior Weep Hole Clearing	\$ <u>360.00</u>
6.	Gutter and Downspout Replacement	\$ <u>6,600.00</u>
7.	Exterior Door Replacement	\$ <u>13,974.00</u>
8.	Hose Bib Install	\$ <u>2,760.00</u>
9.	Flooring Replacement	\$ <u>32,100.00</u>
10.	Drywall Replacement	\$ <u>4,200.00</u>
11.	Interior Wall Finish	\$ <u>79,740.00</u>
12.	HVAC Renovation	\$ <u>86,615.00</u>
13.	Cabinet Construction and Install	\$_16,200.00
14.	Concrete (complete-in-place)	\$_1,800.00
15.	Roof Repair	\$_1,200.00
16.	Exterior Wall Finish	\$ <u>2,400.00</u>
17.	Ceiling Install	\$ <u>22,784.00</u>
18.	Electrical	\$ <u>26,192.00</u>
ALTERN	IATE #1 PRICE	\$ 3,600.00
		\$ 5,760.00
	IATE #3 PRICE	\$6,300.00

BID SUMMARY

BASE BID TOTAL PRICE: \$345,531.00 (In numbers)
BASE BID TOTAL PRICE: Three hundred forty five thousand, five hundred thirty one dollars (In words)
ALTERNATE #1 BID: \$3,600.00
ALTERNATE #2 BID: \$5,760.00
ALTERNATE #3 BID: \$6,300.00
PROJECT DURATION 120CALENDAR DAYS
COMPANY NAME: Stansell Construction, LLC
PRINT NAME: Justin Stansell
SIGNATURE:
DATE:23 June 2021
ADDRESS: 100 County Road 4510
CITY/STATE: Mt Pleasant TX 75455
PHONE NO:903-285-7720
EMAIL: justin@stansellconstructiontx.com
STATE OF INCORPORATION: Texas
Due to pandemic shortages creating extended lead times, the project start date may surpass

notice to proceed plus 10 days.

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OFTexas	
COUNTY OF	
Justin Stansell	, of lawful age, being first duly sworn upon oath, states
nature of any partnership, joint ver	by the Bidder to submit the attached bid. Affiant further states that the nure or other business relationship presently in effect or which existed of this statement with the Architect, Engineer or other party to the Project
year prior to the date of this stateme	business relationship presently in effect or which existed within one (1) ent between any officer or director of the bidding company and any officer pineering firm or other party to the Project is as follows:
Brian Lee - Project underway	
Wade Clark - Worked on pro	ject together within the past year
Affiant further states that the names they hold with their respective comp	s of all persons having any such business relationships and the positions anies or firms are as follows:
(if none of the business relationships	s hereinabove mentioned exist, Affiant should so state.)
Subscribed and sworn to be	efore me this 23 day of June 2021.
JULIU Nolary Public (P)	Teresa Sue Epps
My Commission Expires:	My Commission Expires My O9/24/2023
9/24/2023	OF NO. 132185393

NOTE: This form must be submitted with the bid.

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Teresa Sue Elvis My Commission Exprise 99/24/2023 ID No. 102185993

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NON-COLLUSION AFFIDAVIT

STATE OF Texas
COUNTY OF Titus

NOTE: This form must be submitted with the bid.

Tust'n Stansell , of lawful age, being first duly sworn, on oath says:
1. (S)He is the duly authorized agent of Stansell Construct the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
(S)He is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any county or state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract. Name & Title Tustin Stansell Duney Address 100 CR 4510 Mt. Pleusant 75455 County of Titus State of Texas
Subscribed and sworn to before me this 23 day of June 2021.
My commission expires: 9/24/2023 My commission expires: 9/24/2023 My commission expires: 9/24/2023 10 No. 132185393

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CLAIM OR INVOICE AFFIDAVIT

STATE OF T	exas	
COUNTY OF	Titus	_

The undersigned, of lawful age, being first duly sworn upon oath, states that this invoice or claim is true and correct. Affiant further states that the work as shown by this invoice or claim, have been completed in accordance with the plans, specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Texas or Titus County any money or any other thing of value to obtain payment or the award of this contract.

Justin Stansell

Affiant

subscribed and sworn to before me this 23

day of June

,20 21.

yolary Public

My Commission Expires:

9/24/2023

AVALUE TO ME

Teresa Sue Epps My Commission Expires 09/24/2023

BID BOND

	KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Stansell Construction, LLC and
	, as Principal, and NGM Insurance Company as Surety, are hereby held and firmly bound unto TITUS COUNTY, TEXAS, (hereinafter called "OWNER"), in the penal sum of Five Percent of the Greatest Amount Bid DOLLARS (\$ 5% GAB) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors administrators, successors and assigns.
Titus	THE CONDITION OF THE ABOVE OBLIGATION is such that, whereas the Principal has submitted to the OWNER a certain BID, attached hereto and made a part hereof, to enter into Contract for County TX Building Remediation_, Project No
	THE CONDITION OF THIS OBLIGATION is such that, if the OWNER shall make any award to the BIDDER according to the terms of the advertised bidding documents of BID, made by the BIDDER therefore, and the BIDDER shall duly make and enter into Contract with the OWNER in accordance with the terms of said BID award and shall, in case of failure to do so, pay to the OWNER damages to which the OWNER 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. It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
	The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bonds shall in no way be impaired or affected by any extension of time within which the OWNER may accept such BID. Said Surety does hereby waive notice of any such extension.
	IN WITNESS WHEREOF , the Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper officers, the day and year set forth below.
	Signed, seal and dated this 25th day of June , 20 21 . Stansell Construction, LLC Principal By: Justin Stansell, owner Printed Name and Title
THE STATE	NGM Insurance Company
To the state of	By: Degan Peggy Hogan, Attorney-In-Fact Printed Name and Pitle
	ATTEST: (If by Corporation)
Section of the sectio	Printed Name and Title
	(Corporate Seal)
	Address:
11.23.3 11.11.11.11	Subscribed and sworn to before me this 23 day of <u>Ture</u> , 2021.
	(SEAL) Notary Public Notary Public Teresa Sue Epps

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KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Bret Tomlinson, Sheri R Allen, David Oxford, Steven Lott, Sherrel Breazeale, Peggy Hogan

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance 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 office 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.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida, County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this Light day of June , 2021.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

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IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your surety underwriter at

1-904-380-7378

You may also write to Main Street America Group and NGM Insurance Company at:

4601 Touchton Road East

Suite 330

Jacksonville, Fl 32246

Attn: Bond Underwriting

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 surety underwriter al

1-904-380-7482

Usted tambien puede escribir a Main Street America Group and NGM insurance Company at:

4601 Touchton Road East

Suite 330

Jacksonville, Fl 32246

Attn: Bond Underwriting .

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:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

E-mail: 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 o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

Este aviso es solo para poposito de informacion y no se convierte en parte o condicion del documento adjunto.

68-TX-N001

Justin Stansell

100 County Road 4510 | Mt Pleasant TX 75455 | 903.285.7720 | justin@stansellconstructiontx.com

Summary

Seasoned General Contractor versed in on-site construction supervision. Innate ability to lead diverse teams. Effective manager who effectively completes projects on time and within budget. Skilled at compensating for unforeseen deadline obstacles.

Highlights

- · Concrete Estimation
- Permit Processing
- · Baseline schedules creation
- · Organized and detail-oriented
- · Building Codes and Regulations

- · Commercial Construction Specialist
- · Residential Construction Specialist
- · Superb Management Skills
- · Project Budgeting
- Cost Control

Experience

General Contractor / Construction Manager

2005 - Present

Stansell Construction, LLC

Mt Pleasant TX

- · Oversee resolution of all issues during project planning and construction phases
- · Qualify competitive subcontractor bids prior to execution of contracts
- · Carefully coordinate plans and specs to keep projects running smoothly
- Facilitate processing of requests for information, submittals and samples among the general contractor, subcontractors, owner, and the owner's consultants
- · Educate subcontractors on quality standards throughout the construction process
- · Obtain notices of completion and compliance certs from construction administrators
- · Efficiently record and reject incorrect deliveries of materials to site
- · Review and investigate Proposed Change Order Requests
- · Ensure the finished project meets with customer expectations

Education, Certification / License

Bachelor of Business Administration - Texas A & M University

May 8, 2004

Bonded as a General Contractor in the state of Texas

Joey Bynum

906 Deer Trail Lane | Mt Pleasant TX 75455 | 903.563.4904 | joey@stansellconstructiontx.com

Summary

Seasoned leader in the construction industry. Versed in communication skills, both verbal written. Excellent at meeting customer expectations and maintaining communication between the customer and Stansell Construction, LLC.

Highlights

- · Equipment Management
- · On Site Quality Control
- · Manage Subcontractor Scheduling
- · Organized and detail-oriented
- · Ensure Building Codes are Met

- · Assess issues and formulate solutions
- · Manage changes and ensure all are communicated
- · Crew management skills
- · Ensure project goals are being met
- · Manage cost overruns

Experience

Stansell Construction, LLC

2020 - Present

Jobsite Superintendent - Ensure the quality and timeframe of all subcontractors meets or exceeds expectations

Maintain jobsite safety for SC teams as well as all subcontractors on site.

Identify and resolve all issues and possible time constraints

Oil and Gas Industry

2014-2019

Supervisor / Operator - Work with team to set up or tear down rigging.

Communicate progress and issues with Superintendent and assist in resolution

Ensure all parts of operation were OSHA compliant

Maintain DOT compliance with all truck and pump movements

Priefert Manufacturing

1985-2013

Sales and Purchasing - Trained sales team and ensure their success across multiple sales regions

Negotiate purchase agreements for raw materials

Develop new sales accounts and grow new regions

Work with customers and dealers to resolve issues with quality or performance

Education, Certification / License

Northeast Texas Community College

1987

CDL / Haz Mat Card



Martin C. Bell Executive Vice President

June 24, 2021

To Whom It May Concern:

We have worked with Stansell Construction, LLC on several projects over the last three years. They were the general contractor on the projects and were involved from the planning stage through completion.

They stayed on top of each project and worked with us, as well as the architect, to see each project was completed to our satisfaction. Stansell Construction's approach is one of a problem solver, not a problem creator. If it was in the drawings, he assumed it was part of the contract. The result was not a contractor looking for change orders, but one that was more concerned about our satisfaction.

His onsite staff was conscientious and paid attention to details. The result was that their quality of workmanship was excellent. If they felt the workmanship was not up to standard, they would instruct the subcontractor to correct the issue themselves.

I am certain we will continue to work the Stansell Construction on future projects. I will also recommend them to others.

Sincerely,

Martin C. Bell

Mars Cole

G



April 13, 2021

To Whom It May Concern:

Over the past several years, Stansell Construction has been our primary construction partner for our expansion projects. These projects included full buildouts, as well as, renovations of existing buildings/structures.

Stansell Construction's professionalism and quality were closely scrutinized by many levels of oversight from our project management team. I am happy to say that Stansell Construction exceeded everyone's expectations and really helped to make this project a success.

These projects, in my opinion, are typical examples of Stansell Construction's customer service, attention to detail, and overall client satisfaction. I am pleased to recommend them to any business needing a quality construction partnership.

Sincerely, Jeff Weaver CFO/COO



To whom it may concern,

Justin Stansell with Stansell Construction has completed multiple projects for myself and family over the last 12 years. Stansell Constructions has completed commercial projects at McKelvey Enterprises and residential projects. He has shown up on time for every meeting and had a professional approach to every request. I would highly recommend Justin Stansell and Stansell Construction for your next project.

Regards,

Jacob McKelvey

resident pp

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