

RECEIVED

JUN 25 2021

TITUS COUNTY JUDGE

9:49AM

Heritage Constructors, Inc.
P.O. Box 5903
Texarkana, TX 75505

TITUS COUNTY, TX
BUILDING REMEDIATION

100 West 1st Street
Mount Pleasant, TX 75455
June 25, 2021 10:00 am
Addendum 1 Acknowledged
Attn: Judge Brian Lee

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Heritage Constructors, Inc. and Westfield Insurance Company as Principal, and Westfield 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.

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 Building Remediation, Project No. 2117.

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, 2021.
Heritage Constructors, Inc.

Principal
By: [Signature]
Printed Name and Title

Westfield Insurance Company
Surety

By: [Signature]
Printed Name and Title Johnny Moss, Attorney-in-Fact

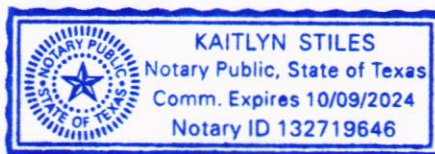
ATTEST: (If by Corporation)
By: [Signature] Patricia Cheatham
Printed Name and Title Secretary

(Corporate Seal)

Address: P.O. Box 5903
Texarkana TX 75505

Subscribed and sworn to before me this 25th day of June, 2021.

(SEAL) [Signature]
Notary Public



General
Power
of Attorney

POWER NO. 4220012 14

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of June A.D., 2021 .



Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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 to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: 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, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance 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 (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: 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, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company 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 PROPOSAL

Proposal of Heritage Constructors, Inc.

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Texas, doing business as a corporation * 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 Building Remediation 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~~ 105 (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:

- Bid Bond payable to Owner for 5% of the amount bid
- Business Relationship Affidavit
- Non-Collusion Affidavit
- Claim or Invoice Affidavit
- Surety letter stating intent to bid and bonding capacity for single project and total projects
- Letters of Reference from Owners of three (3) previous projects
- Resumes of key personnel dedicated for project

Bidder acknowledges receipt of the following **addenda**: No. 1; received 6/1/21

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

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.

14. Concrete (complete-in-place):

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

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:

1. 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.

2. 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 cutting access into top of existing sheetrock and installing 2" thickness of blown in fiberglass insulation within all exterior wall cavities as shown in plans.

4. Spray Foam Insulation (roof):

This item shall include all costs associated with installing 2" thickness of closed cell spray foam insulation to the underside of the roof panel as shown on plans. Remove any existing loose closed cell insulation prior to spraying new insulation.

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 under-sidewalk piping. Where no sidewalks exist concrete splash blocks shall be provided. Glazing shall have light smoke tint.

7. Exterior Door Replacement:



15. 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: Heritage Constructors, Inc.

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	\$ <u>85,500</u>
2.	Mobilization/De-mobilization	\$ <u>22,000</u>
3.	Spray Foam Insulation (walls)	\$ <u>4,500</u>
4.	Spray Foam Insulation (roof)	\$ <u>26,000</u>
5.	Exterior Weep Hole Clearing	\$ <u>2,000</u>
6.	Gutter and Downspout Replacement	\$ <u>9,000</u>
7.	Exterior Door Replacement	\$ <u>16,000</u>
8.	Hose Bib Install	\$ <u>2,000</u>
9.	Flooring Replacement	\$ <u>26,000</u>
10.	Drywall Replacement	\$ <u>12,000</u>
11.	Interior Wall Finish	\$ <u>37,000</u>
12.	HVAC Renovation	\$ <u>104,000</u>
13.	Cabinet Construction and Install	\$ <u>13,000</u>
14.	Concrete (complete-in-place)	\$ <u>7,000</u>
15.	Roof Repair	\$ <u>5,000</u>
16.	Exterior Wall Finish	\$ <u>24,000</u>
17.	Ceiling Install	\$ <u>21,000</u>
18.	Electrical	\$ <u>35,000</u>
ALTERNATE #1 PRICE		\$ <u>24,000</u>
ALTERNATE #2 PRICE		\$ <u>8,500</u>
ALTERNATE #3 PRICE		\$ <u>9,000</u>

BID SUMMARY

BASE BID TOTAL PRICE: 451,000
(In numbers)

BASE BID TOTAL PRICE: four hundred fifty one thousand dollars
(In words)

ALTERNATE #1 BID: \$ 475,000

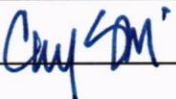
ALTERNATE #2 BID: \$ 459,500

ALTERNATE #3 BID: \$ 460,000

PROJECT DURATION 105
~~120~~ CALENDAR DAYS

COMPANY NAME: Heritage Constructors, Inc.

PRINT NAME: Carl Smith

SIGNATURE: 

DATE: 06/25/21

ADDRESS: P.O. Box 5903

CITY/STATE: Texarkana, TX

PHONE NO: (903) 832-8001

EMAIL: csmith@hci1980.com

STATE OF INCORPORATION: Texas

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF TEXAS
COUNTY OF BOWIE

Carl Smith, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer or other party to the Project is as follows:

None

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the Project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

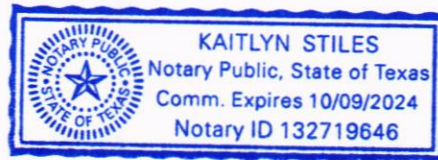
None

(if none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Carl Smith
Affiant Carl Smith

Subscribed and sworn to before me this 25th day of June, 2021.

Kaitlyn Stiles
Notary Public
My Commission Expires:
10/09/2024



NOTE: This form must be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
COUNTY OF BOWIE

Carl Smith, of lawful age, being first duly sworn, on oath says:

1. (S)He is the duly authorized agent of Heritage Constructors, Inc., 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;
2. (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 Carl Smith Carl Smith, President

Address P.O. Box 5903

County of Bowie

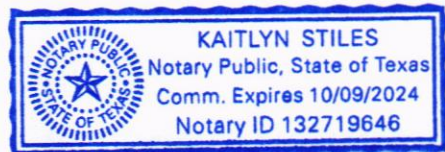
State of Texas

Subscribed and sworn to before me this 25th day of June, 2021

Notary Public: Kaitlyn Stiles

My commission expires: 10/09/2024

NOTE: This form must be submitted with the bid.



CLAIM OR INVOICE AFFIDAVIT

STATE OF TEXAS
COUNTY OF BOWIE

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.

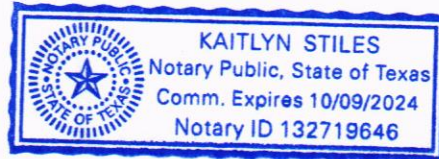
Carl Smith Carl Smith
Affiant

Subscribed and sworn to before me this 25th day of June, 2021.

Kaitlyn Stiles
Notary Public

My Commission Expires:

10/09/2024





K&S INSURANCE
NAVIGATING RISK. ENHANCING BUSINESS.

kandsins.com

June 22, 2021

Re: Heritage Constructors, Inc. - Reference Letter

To Whom It May Concern:

We are pleased to write this letter on behalf of our valued client, Heritage Constructors, Inc. Over the years, Heritage Constructors, Inc. has proven to be a leader in their industry. They have a bonding capacity in excess of \$50 million with \$100 million in aggregate backlogs. Heritage Constructors, Inc. has a history of completing projects on time or ahead of schedule with superior workmanship and we would be happy to respond to any reasonable request for this fine construction company.

The surety's approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

Heritage Constructors, Inc.'s surety company is Westfield Insurance Company, which is rated A (Excellent) XV by the A.M. Best rating service which is the recognized leader in rating property/casualty companies. Westfield Insurance Company appears on the Department of The Treasury Circular 570 as one of those "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

We highly recommend Heritage Constructors, Inc. for your next project.

If you require additional information, please do not hesitate to call me.

Sincerely,

Johnny Moss
CFO



Texarkana Water Utilities

801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone
711 TTY
(903) 791-0724 Fax

December 10, 2019

To Whom it May Concern

**Re: Professional Reference
Heritage Constructors, Inc.
P.O. Box 5903
Texarkana, TX 75503**

Dear Sir or Madam:

Heritage Constructors, Inc. has been the General Contractor for several of the filter modification projects at the Utilities' Wright Patman Water Treatment Plant over the years. All of the projects went smoothly, and Heritage Constructors did a great job constructing the projects as well as scheduling and coordinating the ongoing operation of the water treatment plant. Their experience in the installation of water treatment plant equipment was outstanding and were invaluable to the timely completion of all projects.

Some of the projects Heritage Constructors has completed for the Utility over the years include:

- 1990 - Wright Patman WTP Filter Media Replacement - Filters 1, 2, 5, 7 & 8
- 1990 - Wright Patman WTP Filter Control Replacement - Filters 3, 4, 5 & 6
- 2018 - Wright Patman WTP Filter Media Replacement - Filters 3, 4, 5 & 6
- 2018 - Wright Patman WTP Backwash Trough Replacement - Filters 3 & 4
- 2019 - Wright Patman WTP Backwash Trough Replacement - Filters 5 & 6

I can confidently and enthusiastically recommend Heritage Constructors for anyone in need of a water treatment plant general contractor or construction management services.

Sincerely,

TEXARKANA WATER UTILITIES

J.D. Phillips, P.E.
Executive Director

xc: Gary L. Smith, P.E., Director of Operations and Maintenance, TWU

December 23, 2019

RE: Letter of Recommendation for Heritage Constructors, Inc.

To Whom It May Concern:

Please consider this a Letter of Recommendation for Heritage Constructors, Inc. from TexAmericas Center in New Boston, TX. As the Executive Director/CEO of TexAmericas Center, I highly recommend Heritage Constructors, Inc. based upon work they have performed for our organization.

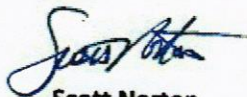
In October 2011, Heritage Constructors, Inc. was one of eight (8) companies to bid on the construction of a new sewer plant to be built on TexAmericas Center property. Heritage Constructors, Inc. submitted a qualifying bid and once all bids were reviewed, it was determined that Heritage Constructors, Inc. had the best bid for the project. In January 2012, Heritage Constructors, Inc. was awarded the construction contract for the sewer plant construction.

Despite many challenges that were outside the control of TexAmericas Center or Heritage Constructors, Inc., the team at Heritage Constructors, Inc. worked diligently with the staff at TexAmericas Center to move the project forward. At the end of the day, Heritage Constructors, Inc. completed the project on time and within budget and that was a herculean task given some of the challenges we faced on this construction project.

The team at Heritage Constructors, Inc. is professional and thorough and without hesitation, I highly recommend them for any work you might be considering that falls within their area of expertise.

Please feel free to contact me if you have any additional questions about Heritage Constructors, Inc.

Sincerely,



Scott Norton
Executive Director/CEO



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 www.hayesengineering.net
2126 ALPINE ST. LONGVIEW, TX 75601-3401
V 903.758.2010 F 903.758.2099

December 20, 2019

RE: Heritage Constructors, Inc.

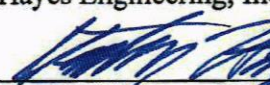
To Whom It May Concern:

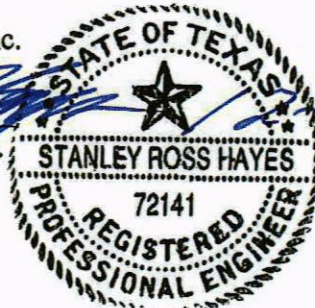
I have had the pleasure of working with Heritage Constructors, Inc. for approximately thirty years and I have been very pleased with the services they have provided. I have found that Heritage Constructors is a very competent firm having met our construction needs on a variety of projects from simple concrete structures to more complex projects with multiple disciplines involved. In the past, working with numerous other plant contractors in the region it has been difficult to deliver an acceptable project within budget. Since I have been working with Heritage Constructors, I believe we have successfully completed every project we started within budget. We have worked together with Heritage representatives and the client to find ways to accomplish the project goals within our original budget. Heritage Constructors has always gone beyond the normal standard to work with their sub-contractors to deliver the project components desired and to keep cost to a minimum.

The staff at Heritage Constructors has always presented themselves in a professional manner. They exhibit a willingness to listen to the clients issues associated with a given problem and then tailor a specific solution to minimize the cost to the client but at the same time maintain minimal impacts to the project scope.

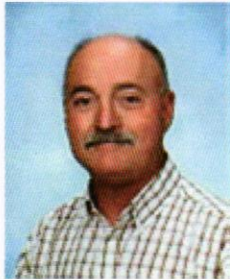
If you have any questions regarding Heritage Constructors past performance on Public Works type projects just give me a call. I would recommend Heritage Constructors for any construction or design build type services.

Sincerely,
Hayes Engineering, Inc.


Stanley R. Hayes, P.E.
Principal



20-19



Ricky Bell – Project Manager

EMPLOYMENT Heritage Constructors, Inc.
2020 Project Manager

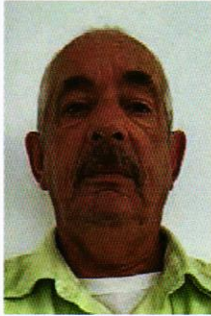
EDUCATION BS in Architecture - University of Texas at Arlington

WORK HISTORY

- 2009 – 2020 **WRL General Contractors,**
Preconstruction and Project Manager
- 2006 – 2009 **Spring Valley Construction Company,**
Project Manager
- 2003 – 2006 **Hisaw and Associates,**
Project manager and Estimating

Portfolio as a Project Manager

<u>Project</u>	<u>Location</u>	<u>Contract</u>
Sam Moon Alliance Center	Fort Worth, TX	\$13.9 Million
Alliance Town Center	Fort Worth, TX	\$22.5 Million
Frisco ISD - Isbell, Pink & Bledsoe Elementary	Frisco, TX	\$26.4 Million
Carrollton-Farmers Branch ISD – Thompson Elementary	Carrollton, TX	\$9.8 Million
Mansfield ISD - Ben Barber Technology Center	Mansfield, TX	\$15.9 Million
Tarrant County Convention Center Expansion	Fort Worth, TX	\$22.5 Million
Springtown High School	Springtown, TX	\$19.5 Million
Waxahachie Civic Center	Waxahachie, TX	\$13.5 Million
The Temple Bethel	Fort Worth, TX	\$13 Million
Canyon Creek Presbyterian Church	Richardson, TX	\$11 Million
City of Dallas Fire Training Facility	Dallas, TX	\$8.8 Million
Stephens Park Elementary	Dallas, TX	\$8.6 Million
LBJ/Oates Retail Center	Mesquite, TX	\$13.5 Million
Kroger Grocery Stores (7)	Texas	\$42.7 Million
James Martin High School (Original & Expansions)	Arlington, TX	\$22.5 Million



Steve Dunn - Superintendent

EMPLOYMENT	Heritage Constructors, Inc.
2019	Superintendent
SKILLS	Osha 10 Hour Training Osha 30-hour Training First Aid & CPR Over 30 Years in the construction Industry

PREVIOUS WORK HISTORY

2015 – 2019	WRL General Contractors Whitehouse ISD - Junior High Precision Spine of Texarkana Marshall ISD - Price T Young Elementary Bullard ISD - High School Renovations	\$31,737,615 \$567,072 \$16,653,000 \$9,120,718
2013 - 2015	SGS Design Builder, Oklahoma City, OK (Superintendent) New Casino, 15,000 sf, Remodel 15, 000 sf for Iowa Tribe of OK Travel Plaza 6,000 sf Gym/storm shelter for Edward Elementary of OK, 10,000 sf	\$14M \$2.3M \$4.5M
2011 – 2012	BlueBay Construction, Houston TX (Superintendent) TXDOT aviation job	\$15M
2010 – 2011	RBR Construction, Weatherford, TX (Superintendent) Remodel of Midland, TX International Airport Restoration of Franklin County Courthouse	\$17M \$4M
2008 – 2009	Big Sky Construction, Mesquite, TX (Superintendent) Remodel of industrial warehouse/office for BEI Engineering Remodel of two USPS Post Offices	\$3M \$6M
2001 – 2008	Harrison, Walker, and Harper LP, Paris, TX (Superintendent)	

Several multi-million-dollar historical restoration and remodel projects for the state of Texas, as well as new public-school construction and a wastewater treatment plant