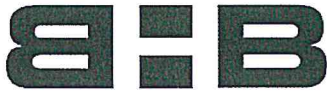


RFB 2023-082 Sanitary Sewer System Replacement

Award

	S&D Commercial Svsc.dba Coppera LLC Taylor TX HUB - Yes	Horseshoe Construction, Inc. Bryan, TX 77808 HUB - No	Haynes-Humphrey Carrollton, TX HUB - Yes
Item	Price	Price	Price
Materials	\$ 480,809.25	\$ 450,000.00	\$ 320,605.00
Services	\$ 1,379,103.64	\$ 1,870,085.00	\$ 3,077,353.00
Required Bonds	\$ 56,320.01	\$ 45,000.00	\$ 37,628.00
GRAND TOTAL	\$ 1,916,232.90	\$ 2,365,085.00	\$ 3,435,586.00
Earliest Start Date	5/1/2023	4/17/2023	6/12/2023
Total Calendar Days to Complete	130	220	180
Alternate 1 - Cured in Place Pipe	\$ 117,079.20	\$ 5,000.00	\$ 45,350.00
Alternate 1 - Bond Fee	\$ 3,512.38	\$ 100.00	\$ 907.00
Alternate 1 - Additional Days to Complete Work	none	10.00	none
Alternate No. 1 was not selected for award	\$ 2,036,824.48	\$ 2,370,185.00	\$ 3,481,843.00



BAIRD, HAMPTON & BROWN
building partners

6300 Ridglea Place, Suite 700
Fort Worth, Texas 76116
817.338.1277

March 23, 2023

Elizabeth Pietzsch, MBA, CPCM
Senior Contracts Administrator
Tarrant County Purchasing
100 E Weatherford St, Ste. 303
Fort Worth, TX 76196

**RE: REPLACE SANITARY SEWER COLLECTION SYSTEM
TARRANT COUNTY RESOURCE CONNECTION
RFB 2023-082
BHB PROJECT 2022.010.005**

Dear Ms. Pietzsch:

Bids were received on February 22, 2023 on the above referenced project. The lowest responsive bid was received from Coppera, LLC in the amount of \$ 1,916,232.90 (Base Bid).

We recommend award of the contract to Coppera, LLC for the Base Bid amount. We do not recommend that the County award the Bid Alternate for CIPP sewer pipe.

Please call me if you have any questions.

Thank you,

BAIRD, HAMPTON & BROWN, INC.

John W. Baird, Jr., P.E.

THE STATE OF TEXAS § Agreement for Sanitary Sewer System Replacement
COUNTY OF TARRANT § RFB 2023-082

This Agreement is by and between Tarrant County, Texas (the "Owner"), and S&D Commercial Svsc. dba Coppera LLC (the "Contractor"). In consideration of the mutual promises and agreements contained herein, the Owner and Contractor agree as follows:

1. The Contractor will perform the work required by and described in the Contract Documents listed in Section 8 below of the Agreement, generally titled "Sanitary Sewer System Replacement" (the "Project"). The Contractor will complete the Project no later than one hundred thirty (130) calendar days after the agreed upon start date.
2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances, equipment, and materials necessary for the completion of the Project in accordance with the drawings and specifications prepared by Baird, Hampton & Brown and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. The Contractor hereby agrees and binds itself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. **Total Contract Price:** The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of one million nine hundred sixteen thousand two hundred thirty-two dollars and 90/100 (\$1,916,232.90). The Total Contract Price consists of the following components:

Materials	\$ 480,809.25
Services	\$ 1,379,103.64
Required Bonds	<u>\$ 56,320.01</u>
Total Contract Price	\$ 1,916,232.90

5. Based upon applications for payment submitted to Tarrant County Facilities Management Construction Services by Contractor, the Owner will make progress payments on account of the Total Contract Price to the Contractor as follows:

There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the Total Contract Price for thirty (30) days after final acceptance of the work.

6. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE CONTRACTOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.**

7. **Compliance with Laws.** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.
8. The Contract Documents consist of the following:
- This Agreement
 - Request for Bid 2023-082 Volume I Bidding Documents
 - Request for Bid 2023-082 Volume II Technical Specifications
 - Baird, Hampton & Brown Document Drawings
 - S&D Commercial Svsc dba Coppera LLC response to RFB 2023-082
 - Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

COUNTY OF TARRANT
OWNER

S&D COMMERCIAL SVSC DBA COPPERA LLC
CONTRACTOR

(SIGNATURE)

BY: Tim O'Hare

TITLE: County Judge

Date: _____

DocuSigned by:

Sam Dowdy

(SIGNATURE)

BY: Samuel Dowdy Jr.

TITLE: CEO/General Manager

Date: 4/6/2023

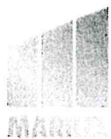
*Approved as to Form:

Certification of Funds Available
in the Amount of \$1,916, 232.90

Kimberly Colliet Wesley
Criminal District Attorney's Office

S. Renee Tidwell
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



TEXAS STATUTORY PAYMENT BOND
(Public Works)

Bond No. 4462773

KNOW ALL MEN BY THESE PRESENTS:

THAT, S&D Commercial Svsc. dba Coppera, LLC (hereinafter called the Principal), as principal, and SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, Texas 77042, (address), a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Tarrant County, Texas (hereinafter called the Obligee), in the amount of One Million Nine Hundred Sixteen Thousand Two Hundred Thirty Two and 90/100 Dollars (\$1,916,232.90) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 2 day of May, 2023 for Sanitary Sewer System Replacement, RFB 2023-082, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2 day of May, 2023.

Principal: **S&D Commercial Svsc.
dba Coppera, LLC**

By:
Signature

Name: Samuel Dowdy Jr
Title: CEO

SureTec Insurance Company

By:
Signature

Name: **Jessica Turner**
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-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 to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 11th day of January, A.D. 2022.



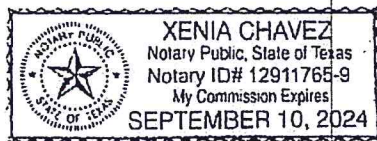
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President

State of Texas
County of Harris

ss:

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC 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; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221178
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



TEXAS STATUTORY PERFORMANCE BOND

(Public Works)

Bond No. 4462773

KNOW ALL MEN BY THESE PRESENTS:

THAT, S&D Commercial Svcs. dba Coppera, LLC (hereinafter called the Principal, and SureTec Insurance Company, 2103 CityWest Boulevard, Suite 1300, Houston, Texas 77042, (address), a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Tarrant County, Texas (hereinafter called the Obligee), in the amount of One Million Nine Hundred Sixteen Thousand Two Hundred Thirty Two and 90/100 Dollars (\$1,916,232.90) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 2 day of May, 2023 for Sanitary Sewer System Replacement, RFB 2023-082, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2 day of May, 2023.

**Principal: S&D Commercial Svcs.
dba Coppera, LLC**

By: [Signature]
Signature

Name: Samuel Dowdy Jr
Title: CEO

SureTec Insurance Company

By: [Signature]
Signature

**Name: Jessica Turner
Attorney-in-Fact**

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

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William Mitchell Jennings, Lindsay Senior Gingras, Jessica Turner, Payton Blanchard, William Blanchard, James R. Reid, Markham Paukune

its true and lawful Attorney-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 to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

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SURETEC INSURANCE COMPANY

By:

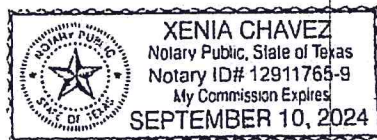
Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

ss:

On this 11th day of January, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC 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; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

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