

# COPY

City of League City

---

**BID PROPOSAL**  
**BID FOR UNIT PRICE CONTRACT**

DATE: 07/16/2019

Proposal of

Tandem Services, LLC

(Hereinafter called "Bidder")

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
CITY OF LEAGUE CITY, TEXAS  
(Hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the construction of:

West Walker Traffic Improvement Project

Bid # ITB 19-CIP-025

having carefully examined the plans, specifications, instructions to bidders, invitation to bid and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the prices stated in Exhibit "A" attached hereto.

The Bidder binds himself, upon acceptance of his proposal, to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated in Exhibit "A" of this proposal.

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **90 consecutive calendar days** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$800.00** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the contract documents.

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits, and any other cost that is necessary to complete the job to the Engineer's specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will be made for over runs or under runs of quantities.

Bidder understands and agrees that this bid proposal shall be completed and submitted in accordance with the General Instructions to Bidders.

*City of League City*

---

Bidder understands that the Owner reserves the right to reject any or all bids, use deductible bid items and to waive any formality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following addenda:

Addendum #1

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed and to substantially complete the work on which he has bid, as provided in the contract documents. It is understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will be made for overruns or underruns of quantities.

Enclosed with this proposal is a cashier's check or certified check for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or a bid bond in the sum of ~~Thirteen Thousand Three Hundred~~ Fifty-Six Dollars and Zero Cents (\$13,356.00), as which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents and the required bonds (if any) with the Owner within ten (10) days after the date of receipt of written notification of acceptance of said proposal; otherwise said check or bond shall be returned to the undersigned upon demand.

Unit Prices are to be shown in Figures. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, incidental costs, fees, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and includes all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

City of League City

---

Tandem Services, LLC

Bidder

By:

Signature

Type or Print:

Bidder's

Name: Dustin Johnson, Partner

(If Bidder is a Corporation)

Bidder's

Address: 4425 FM 2351 Suite #5

Friendswood, Texas 77546

Attest:

Secretary

(Corporate Seal)

Name of

Person Signing:

Office Held:

## West Walker Traffic Improvement Project

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
<b>1.1</b>	<b>SITE PREPARATION/EARTHWORK</b>				
1	Project Sign (Place, Maintain and Remove)	EA	1	x \$900.00	= \$900.00
2	Clearing and Grubbing	LS	1	x \$1,200.00	= \$1,200.00
3	Roadway Excavation (Including 3" Stripping)	CY	626	x \$18.00	= \$11,268.00
4	Tree Protection and Trimming	EA	11	x \$550.00	= \$6,050.00
5	Removing Old Concrete (Roadways, Sidewalks, & Driveways)	SY	260	x \$20.00	= \$5,200.00
6	Removing Sidewalk	SY	190	x \$20.00	\$3,800.00
7	Curb Removal	LF	1,150	x \$5.00	\$5,750.00
8	Sawcut	LF	1,150	x \$10.00	\$11,500.00
9	Remove and Relocate Existing Tree	EA	10	x \$1,000.00	\$10,000.00
10	Relocate existing irrigation	LS	1	x \$5,000.00	\$5,000.00
	<b>Subtotal for Item 1.1</b>				= \$60,668.00
<b>1.2</b>	<b>PAVING</b>				
11	Lime Stabilized Subgrade For Paving (8" depth)	SY	1,410	x \$8.00	= \$11,280.00
12	Lime Material (48 pounds/SY = 8% by dry weight)	TON	2.71	x \$350.00	= \$948.50
13	Reinforced Concrete Pavement	SY	1,150	x \$76.00	= \$87,400.00
14	6" Reinforced Concrete Curb	LF	1,275	x \$6.00	\$7,650.00
15	Reinforced Concrete Sidewalk	SF	2304	x \$6.50	\$14,976.00
16	Subgrade for Concrete Sidewalk	SY	236.7	x \$6.00	\$1,420.20
	<b>Subtotal for Item 1.2</b>				\$123,674.70

## West Walker Traffic Improvement Project

Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
1.4	SWPPP				
17	Sodding	SF	13,800	x \$0.70	= \$9,660.00
18	Preparing the Right-of-Way (including removal of old drainage structures, shrubbery while avoiding irrigation)	LS	1	x \$2,500.00	= \$2,500.00
19	TPDES General Permit No. TXR150000; Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be \$325.00)	EA	1	x \$850.00	= \$850.00
20	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	LF	1,010	x \$2.50	= \$2,525.00
21	Inlet Protection Barrier (Stage 1, With Reinforced Filter Fabric Fence; 60% of unit cost for furnish and installation and 40% of unit cost for removal)	EA	8	x \$250.00	= \$2,000.00
22	Stabilized Construction Access (Type 1 - Rock; 60% of unit cost for furnish and installation and 40% of unit cost for removal)	EA	1	x \$5,000.00	= \$5,000.00
23	Concrete Truck Washout Structures (60% of unit cost for furnish and installation and 40% of unit cost for removal)	EA	1	x \$500.00	= \$500.00
24	SWPPP Inspection and Maintenance (Min. Unit Price - \$6000 per month)	MO	3	x \$6,000.00	= \$18,000.00
	<b>Subtotal for Item 1.4</b>				= \$41,035.00
1.5a	SIGNING AND PAVEMENT MARKINGS				
25	Remove and/or Relocate Traffic Signs, Mail Boxes, Roadway Signs, (2) Stop Signs & (2) Do Not Enter Signs	EA	4	x \$500.00	= \$2,000.00
26	Remove and/or Relocate 811/Utility Sign	EA	1	x \$350.00	= \$350.00
27	Aluminum Signs (Ground Mounted)(High Intensity Sheetting) - Furnish & Install	EA	2	x \$420.00	= \$840.00
28	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	LF	128	x \$8.40	= \$1,075.20
29	Reflectorized Pavement Markings Type I (Thermoplastic) 8" White/Solid - Furnish & Applied	LF	800	x \$1.80	= \$1,440.00
30	Reflectorized Pavement Markings Type I (Thermoplastic) Single Arrow RIGHT White/Solid - Furnish & Applied	EA	2	x \$126.00	= \$252.00





CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

July 3, 2019

Bid Proposal For: ITB #19-CIP-025 West Walker St. Traffic Improvements (Phase I)

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **BIDDERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

Addendum as follows:

Please Find attached the Payment Bond Document

If you have any questions, please contact Gwynetheia V. Pope at [purchasing@leaguecitytx.gov](mailto:purchasing@leaguecitytx.gov).

**NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.**

*G. Valeris Pope*

Gwynetheia V. Pope, CTPM, CTCM  
Purchasing Supervisor; Interim Purchasing Manager

  
Signature of Proposer

7/16/2019  
Date

9:45 AM

07/16/19

Accrual Basis

**Tandem Services LLC**  
**Profit & Loss**  
 January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
40000 · Construction Income	8,498,454.52
40030 · Discounts	-2,738.92
49999 · Over and Under Billings	-159,746.00
Total Income	8,335,969.60
Cost of Goods Sold	
50000 · Direct Labor	1,200,949.73
50030 · Plans & Printing	3,500.00
50050 · Permits & Fees	6,099.52
50070 · Engineering	32,921.10
50090 · Inspection Fees	934.50
50962 · Fuel	220.68
52000 · Subcontracted Services	3,063,063.77
53000 · Construction Material Cost	1,855,275.73
54000 · Small Tools and Misc Equipment	138,116.83
55000 · Equipment Rental for Jobs	117,675.71
56000 · Auto and Truck Expenses	57,517.06
56500 · Freight	23,553.00
57000 · Bond Expense	92,941.00
58000 · Job Training	125.25
Total COGS	6,592,893.88
Gross Profit	1,743,075.72
Expense	
61000 · Depreciation Expense	296,864.47
61005 · Advertising	5,475.97
61010 · Bad Debt Expense	20,660.00
61015 · Bank Charges	426.60
61020 · Charity	4,700.00
61030 · Computer and Internet Expenses	11,141.96
61040 · Dues and Subscription	1,949.02
61050 · Gifts & Promotions	11,383.85
61060 · Interest Expense	25,844.28
61070 · Insurance Expense	128,464.23
61080 · Meals and Entertainment	55,630.80
61090 · Medical Employee	403.00
61100 · Office Supplies	5,992.17
61110 · Payroll Expenses	416,966.08
61130 · Plans & Specs	50.00
61140 · Postage	464.47
61145 · Pre-Employment Screening	2,375.91
61150 · Professional Fees	
61151 · Accounting Fees	15,200.00
61152 · Legal Expense	1,782.56
Total 61150 · Professional Fees	16,982.56
61180 · Rent Expense	73,596.86
61190 · Repairs and Maintenance	57,405.39
61200 · Penalties	10,306.30
61210 · Storage Expense	2,035.00
61230 · Franchise Tax Expense	12,302.39
61240 · Property Tax Expense	8,149.10
61250 · Telephone Expense	6,846.14
61260 · Training and Education	1,830.00
61270 · Travel Expense	9,913.41
61280 · Uniforms	8,086.53
61290 · Utilities	1,619.89
61300 · Vehicle Registration	4,292.70
69800 · Uncategorized Expenses	13,317.61

9:45 AM

07/16/19

Accrual Basis

**Tandem Services LLC**  
**Profit & Loss**  
January through December 2018

---

	Jan - Dec 18
Total Expense	1,215,476.69
Net Ordinary Income	527,599.03
Other Income/Expense	
Other Income	
40040 - Gain/Loss on Disposal of Asset	-45,411.51
Total Other Income	-45,411.51
Net Other Income	-45,411.51
Net Income	482,187.52

**Tandem Services LLC**  
**Balance Sheet**  
As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
10110 · Prosperity Bank	219,356.24
Total Checking/Savings	219,356.24
Accounts Receivable	
11000 · Accounts Receivable	819,619.24
11005 · Accounts Receivable - Retainage	379,037.22
Total Accounts Receivable	1,198,656.46
Other Current Assets	
11100 · Due to/Due From JJDJ Property	282,828.99
11300 · Prepaid Health Insurance	4,329.15
19000 · Costs in Excess of Billings	46,366.00
Total Other Current Assets	333,524.14
Total Current Assets	1,751,536.84
Fixed Assets	
13000 · Computers & Office Equipment	14,809.78
15000 · Vehicles	365,404.54
15300 · Construction Equipment	1,515,455.49
16995 · Accumulated Depreciation	-481,253.20
Total Fixed Assets	1,414,416.61
Other Assets	
17000 · Deposit	4,089.73
Total Other Assets	4,089.73
<b>TOTAL ASSETS</b>	<b>3,170,043.18</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	459,115.82
20010 · Accounts Payable - Retainage	125,554.77
Total Accounts Payable	584,670.59
Credit Cards	
20100 · AmEx Business Gold	27,363.15
Total Credit Cards	27,363.15
Other Current Liabilities	
21000 · Accrued Payroll	29,020.24
22000 · Billings Over Costs	249,052.00
23000 · Shareholder Loans	44,615.00
23500 · Short Term Debt	417,760.08
23600 · Direct Deposit Liabilities	4,384.00
24000 · Payroll Liabilities	
24010 · Federal Taxes (941/944)	17,478.10
24020 · Federal Unemployment (940)	1,032.08
24040 · TX Unemployment Tax	-635.47
24050 · Medical Insurance Withholdings	-2,789.56
24000 · Payroll Liabilities - Other	179.00
Total 24000 · Payroll Liabilities	15,264.15
25500 · Sales Tax Payable	127.95
Total Other Current Liabilities	760,223.42

9:45 AM

07/16/19

Accrual Basis

**Tandem Services LLC**  
**Balance Sheet**  
 As of December 31, 2018

	Dec 31, 18
Total Current Liabilities	1,372,257.16
Long Term Liabilities	
26000 · Note Payable	
26001 · Contra- Current Portion of NP	-417,760.08
26005 · CNH Industrial Capital- TC-01	21,559.80
26010 · Ford Motor Credit- FT-01	9,556.88
26011 · Ford Motor Credit- FT-02	34,121.54
26012 · Ford Motor Credit- FT-03	40,616.43
26013 · Ford Motor Credit- FT-04	32,141.87
26014 · Ford Motor Credit- FT-05	27,681.20
26015 · Ford Motor Credit- FT-06	27,670.46
26030 · Volvo Financial Services- RL-01	30,284.52
26035 · John Deere Fncl Svcs- EX-04	54,141.23
26040 · CAT Fncl Services- DZ-01-02	128,517.29
26045 · Volvo Financial Services- EX-05	41,477.91
26050 · Prosperity Bank- WS-01-02	13,880.24
26055 · Kubota Credit Corp.- TC-02	36,111.45
26060 · Volvo Financial Services- RL-02	59,477.32
26065 · John Deere Financial- EX-06	195,576.28
26070 · Kubota Credit Corp. - SK-02	75,569.00
26075 · CNH Industrial Capital - TC-03	71,731.43
26080 · CNH Industrial Capital- DZ-03	104,444.67
Total 26000 · Note Payable	586,799.44
Total Long Term Liabilities	586,799.44
Total Liabilities	1,959,056.60
Equity	
30000 · Opening Balance Equity	75,000.00
30010 · Owner Contribution	-235,371.28
30050 · Jory Jared	75,001.00
32000 · Retained Earnings	814,169.34
Net Income	482,187.52
Total Equity	1,210,986.58
TOTAL LIABILITIES & EQUITY	3,170,043.18



**TANDEM SERVICES, LLC 4425 FM 2351, STE 5 FRIENDSWOOD TX 77546 281-947-8378**

### **Statement of Qualifications**

**Project Name:** Soccer Field Development Phase I

**Amount:** \$3,625,655

**Engineer Name:** HALFF Associates, Inc.

**Engineer Address:** 14800 St. Mary's Ln. #160, Houston, TX 77079

**Engineer Telephone:** 713-588-2466

**Owner Name:** City of Deer Park

**Owner Address:** 710 E. San Augustine, Deer Park, TX 77536

**Owner Telephone:** 281-479-2394

**Project Name:** Girls Softball Renovations Phase I

**Amount:** \$2,635,392

**Engineer Name:** HALFF Associates, Inc.

**Engineer Address:** 14800 St. Mary's Ln. #160, Houston, TX 77079

**Engineer Telephone:** 713-588-2466

**Owner Name:** City of Deer Park

**Owner Address:** 710 E. San Augustine, Deer Park, TX 77536

**Owner Telephone:** 281-479-2394

**Project Name:** Water, Sewer and Drainage Improvements (2018) for Painted Meadows Sections 2, 3, & 4

**Amount:** \$560,127

**Engineer Name:** Costello, Inc.

**Engineer Address:** 2107 CityWest Blvd., Houston, TX 77042

**Engineer Telephone:** 713-783-7788

**Owner Name:** City of La Marque

**Owner Address:** 1111 Bayou Road

**Owner Telephone:** 409-938-9200

**Project Name:** Trails Connectivity Phase II

**Amount:** \$550,030

**Engineer Name:** Clark Condon

**Engineer Address:** 10401 Stella Link Rd., Houston, TX 77025

**Engineer Telephone:** 713-871-1414

**Owner Name:** City of Pearland

**Owner Address:** 3519 Liberty Dr., Pearland, TX 77581

**Owner Telephone:** 281-652-1734

**Project Name:** 2017 Concrete Street Maintenance Repairs  
**Amount:** \$434,988  
**Engineer Name:** City of Friendswood  
**Engineer Address:** 910 S. Friendswood Dr., Friendswood, TX 77546  
**Engineer Telephone:** 281-996-3200  
**Owner Name:** City of Friendswood  
**Owner Address:** 910 S. Friendswood Dr., Friendswood, TX 77546  
**Owner Telephone:** 281-996-3200

**Project Name:** West McHard Pedestrian Path  
**Amount:** \$314,830  
**Engineer Name:** HDR Engineering, Inc.  
**Engineer Address:** 4828 Loop Central Dr. #800, Houston, TX 77081  
**Engineer Telephone:** 713-622-9264  
**Owner Name:** City of Pearland  
**Owner Address:** 3519 Liberty Dr., Pearland, TX 77581  
**Owner Telephone:** 281-652-1734

**Project Name:** Lake Friendswood Restroom and Pavilion  
**Amount:** \$304,995  
**Engineer Name:** Story Architects  
**Engineer Address:** 9525 Katy Frwy #304, Houston, TX 77024  
**Engineer Telephone:** 713-461-3480  
**Owner Name:** West Ranch Management District  
**Owner Address:** 3200 Southwest Frwy #2600, Houston, TX 7702  
**Owner Telephone:** 281-874-8558

**Project Name:** Kost Detention Final Grading and Concrete Construction  
**Amount:** \$518,619  
**Engineer Name:** Dannenbaum Engineering Corporation  
**Engineer Address:** 3100 West Alabama, Houston, TX 77098  
**Engineer Telephone:** 713-520-9570  
**Owner Name:** City of Alvin  
**Owner Address:** 216 West Sealy, Alvin, TX 77511  
**Owner Telephone:** 281-388-4200

**Project Name:** Ag Barn Parking Lot  
**Amount:** \$161,838  
**Engineer Name:** JET Civil Consulting, LLC  
**Engineer Address:** 2011 Brentwood Dr., Alvin, TX 77511  
**Engineer Telephone:** 281-541-9579  
**Owner Name:** Friendswood Independent School District  
**Owner Address:** 302 Laurel Dr., Friendswood, TX 77546  
**Owner Telephone:** 281-482-1267

**Project Name:** Nature Center Enhancement & Shoreline Protection Project  
**Amount:** \$159,530  
**Engineer Name:** Huitt-Zollars  
**Engineer Address:** 1500 S. Dairy Ashford St. #200, Houston, TX 77077  
**Engineer Telephone:** 281-496-0066  
**Owner Name:** City of League City  
**Owner Address:** 300 West Walker St., League City, TX 77573  
**Owner Telephone:** 281-554-1000

**Project Name:** Cien Road and Meadow Lane Concrete Paving  
**Amount:** \$687,665  
**Engineer Name:** LJA Engineering, Inc.  
**Engineer Address:** 11821 East Frwy #360, Houston, TX 77029  
**Engineer Telephone:** 713-450-1300  
**Owner Name:** City of Kemah  
**Owner Address:** 1401 Hwy 146, Kemah, TX 77565  
**Owner Telephone:** 281-334-1611

**Project Name:** Lake Friendswood Park  
**Amount:** \$845,921  
**Engineer Name:** Wilson McClain Landscape  
**Engineer Address:** 220 Harbor Run Dr., Coldspring, TX 77331  
**Engineer Telephone:** 936-851-1598  
**Owner Name:** City of Friendswood  
**Owner Address:** 910 S. Friendswood Dr., Friendswood, TX 77546  
**Owner Telephone:** 281-996-3200

**Available Manpower**

Superintendent: 2  
Foreman: 3  
Equipment Operator: 3  
Carpenter: 10  
Skilled Laborer: 8

**Available Equipment**

Excavator: 2  
Mini Excavator: 2  
Roller: 1  
Mini Roller: 1  
Dozer: 2  
Skid Steer: 1  
Box Blade: 1



TANDEM SERVICES, LLC 4425 FM 2351, STE 5 FRIENDSWOOD TX 77546 281-947-8378

## References

Contact Name: Michael Boyett  
Company: City of Friendswood  
Phone Number: (281)996-3228  
Email Address: mboyett@friendswood.com

Contact Name: Jameson Appel  
Company: City of Pearland  
Phone Number: (281)652-1600  
Email Address: JAppel@pearlandtx.gov

Contact Name: Jimmy Thompson  
Company: City of Kemah  
Phone Number: (281)334-1611  
Email Address: jthompson@kemah-tx.com

Contact Name: Jim Nance  
Company Name: City of Alvin  
Phone Number: (281)388-4284  
Email Address: jnance@cityofalvin.com

Contact Name: John Gordon  
Company: City of Pearland  
Phone Number: 281-652-1645  
Email Address: jgordon@pearlandtx.gov

Contact Name: James Toney  
Company: City of Friendswood  
Phone Number: (281)996-3220  
Email Address: jtoney@ci.friendswood.tx.us

Contact Name: Les Dodson  
Company: LJA Engineering, Inc.  
Phone Number: (713)450-1300  
Email Address: ldodson@ljaengineering.com

Contact Name: Keith Dolch  
Company: American Acryl  
Phone Number: (281)909-2636  
Email Address: Keith.Dolch@AmericanAcryl.com

Contact Name: Michael McComb  
Company: JX Nippon  
Phone Number: (713)745-1019  
Email Address: MMcComb@jxncti.com

Contact Name: Brent Peveto  
Company: JX Nippon  
Phone Number: 713-754-1000  
Email Address: BPeveto@jxncti.com

Contact Name: David Shain  
Company: Nova Molecular  
Phone Number: 281-909-8919  
Email Address: dshain@novamolecular.com

Contact Name: Joseph Riojas  
Company: Athlon Solutions  
Phone Number: 713-248-1435  
Email Address: Joseph.Riojas@halliburton.com

Contact Name: Mike Wimberley  
Company: Evergreen Industrial Services  
Phone Number: 281-478-5800  
Email Address: mwimberley@evergreenes.com

Contact Name: Patrick Donart  
Company: City of Friendswood  
Phone Number: (281)996-3312  
Email Address: pdonart@ci.friendswood.tx.us

*City of League City*

---

**BID BOND**

STATE OF TEXAS

SURETY'S NO. 58S974137

COUNTY OF League City

KNOW ALL MEN BY THESE PRESENTS that Tandem Services, LLC

(hereinafter called the "Principal"), as Principal, and Liberty Mutual Insurance Company,

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of League City, Texas (hereinafter called the "Obligee"), in the amount of \_\_\_\_\_

Five Percent Greatest Amount Bid Dollars (\$ 5% G.A.B. ),

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 submitted a Bid or Proposal to enter into a certain written Contract with the Obligee to Construction of Sitework; Dirtwork; Paving; incidentals and Misc. Construction work

West Walker Traffic Improvement Project

Bid # ITB 19-CIP-025

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void but otherwise, shall remain in full force and effect.

*City of League City*

---

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid at any time after such Bid is opened but before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, if required, the Obligor, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

Provided further that if any legal action be filed upon this Bond, venue shall lie in Galveston County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 16th day of July, 2019.

Tandem Services, LLC

Principal

By:

  
Dustin Johnson, Partner


Address: 4425 FM 235 Suite 5

Friendswood, Texas 77546

Liberty Mutual Insurance Company

Surety

By:

  
Kelly J Brooks; Attorney-In-Fact

Address: 450 Plymouth Road Suite 400

Plymouth Meeting, PA 19462-8284



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8200515

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C.A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member: Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of July, 2019.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**City of League City  
House Bill 89 Verification**

I, Dustin Johnson (Person name), the undersigned  
representative of (Company or Business name) Tandem Services, LLC

(hereafter referred to as company) being  
an adult over the age of eighteen (18) years of age, after being duly sworn by the  
undersigned notary, do hereby depose and verify under oath that the company named-  
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

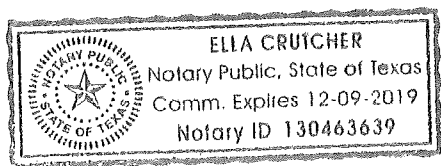
7/16/2019  
DATE

*Dustin Johnson*  
SIGNATURE OF COMPANY REPRESENTATIVE

On this the 16 day of July, 2019, personally appeared  
Dustin Johnson, the above-named person, who after  
by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

*Elia Crutcher*  
NOTARY SIGNATURE



7/16/2019  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Tandem Services, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

  
Signature of person doing business with the governmental entity

7/16/2019  
Date

# Texas Public Information Act

## Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears,** you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state (Please check one):**

- ☒ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Tandem Services, LLC

Signature:  Date: 7/16/2019

Print Name: Dustin Johnson Print Title: Partner

**PLEASE SIGN AND RETURN WITH PROPOSAL/BID**

**SUBCONTRACTORS AND MAJOR SUPPLIERS FORM**

**LIST OF SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED:**

1. Environmental Allies, Inc. SWPPP
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**LIST OF LOCAL SUBCONTRACTORS:**  
***(PRINCIPAL BUSINESS LOCATION IN GALVESTON COUNTY)***

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**LIST OF MAJOR SUPPLIERS:**

1. SRM Concrete
2. Fletcher Steel
3. CMC Construction Services
4. \_\_\_\_\_

**LIST OF LOCAL MAJOR SUPPLIERS:**  
***(PRINCIPAL BUSINESS LOCATION IN GALVESTON COUNTY)***

1. Kilgore's
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_