Section 00 42 00

BID PROPOSAL FORM

TO: City of Keller c/o Public Works Secretary 1100 Bear Creek Parkway Keller, Texas 76248

Date: <u>5-12</u> -	25	
Name of Bidder:	Tejas Cutters LLC 1562 county read 4127	Phone: 817-304-4309
	Decatur Texas	Zip: 76234
City and State:		Zip:

The undersigned BIDDER, having examined the site, Plans, Specifications and other documents, HEREBY PROPOSES to furnish all labor, materials, tools, supplies, and necessary equipment to construct, complete in place and ready for use:

Mt Gilead Road Bike/Pedestrian Trail

For the Total		
In Words:	Five hundred seventy six thinks	ind one hundred thirty three Dollars
and	Seventy two	Cents
In Figures:	\$ 576,133.72	·

Maximum contract time required by the Contractor for completion of these improvements, beginning on the date specified in the Notice to Proceed, is 270 Calendar days.

Receipt is acknowledged of the following Addenda:

Addendum No. 1	NA	5
Addendum No. 2	N	a
Addendum No. 3	N	a

Section 00 42 00 Bid Proposal Form

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SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

Document 00 42 10 – Unit Price Bid Form Document 00 43 10 - Bid Bond Form (Form May be Supplied by Bidder) Document 00 45 10 - Form of Business Document 00 45 13 - Statement of Bidder's Qualifications Document 00 45 15 - Certificate of Bidder's Experience & Qualifications Document 00 45 19 - Non-Collusion Affidavit Document 00 45 43 - Resolution of Corporation (Form May be Supplied by Bidder) Document 00 45 50 – Conflict of Interest Questionnaire (CIQ)

This Proposal, when accepted by the OWNER, shall constitute the CONTRACT between the Parties, together with the appurtenant documents presented in the Table of Contents.

The undersigned, as Bidder, declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation.

Bidder: Tejas	cutters	ЦС	*1
By: [Signatur	e**]	orship, partnership, corporati	5-12-25 [Date]
Name: JAMES [Type na			[Title]
(Seal - if Bidder is a Corporation)	ATTEST:	In Pro	ulk
Address: 562 (Mailing)	ounty Rol	ad 4127 Dece	tur Tx 76234
Telephone: 817-	different] 304 - 43 ephone number]	09	
		ction 00 42 00 Proposal Form	Page 2 of 3

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* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

** The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a <u>government record</u>, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided In § 37.10 of the Texas Penal Code.

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Section 00 42 10

UNIT PRICE BID FORM

ITEM NO.	ESTIMATED	ITEM DESCRIPTION (SPECIFICATION NO.)	UNIT PRICE	TOTAL PRICE
PAVING IMPR	QUANTITY ROVEMENTS	PRICES TO BE WRITTEN IN WORDS		
1	1 LS	Mobilization (Spec No. TxDOT 500)		
		Thirty-five thousand DOLLARS AND CENTS PER LS	s <u>35,000</u> ,°	s_35,000. **
2	1 LS	Video Project Area (Spec No)		
L	T ES	DOLLARS AND CENTS PER LS	\$_ /,000.* 3	s_ <i>1,0</i> 00.‴
3	1 LS	Barricades, Signs, and Traffic Handling (Spec No. TxDOT		
		DOLLARS AND	•	<u>\$ 3,220.</u> "
4	1 LS	CENTS PER LS Temporary Erosion, Sedimentation And Water Pollution		
4	1 15	Prevention (SWPPP) (Spec No. NCTCOG 202) One Thousand Five hundred DOLLARS AND	s_ ≤∞. ∞	\$_ /,500 .°`
5	2 EA	CENTS PER LS Project Sign (Spec No. NCTCOG 107.21)		
		Five hundred DOLLARS AND CENTS PER EA	s\$500.00	s \$1000.00
6	19 STA	General Site Preparation (Spec No. NCTCOG 203.1) Three hundred Arty DOLLARS AND CENTS PER STA	s_350.°°	s 6,650. ~
7	1,000 CY	Excavation (Trail) (Spec No. NCTCOG 203.2) Twenty - for DOLLARS AND Seventy - five CENTS PER CY	s 24.75	s <u>24,750.</u> ~
8	2,774 SY	Flex Base (6" Thick) (Spec No. TxDOT 247)		
	4 000 21/	DOLLARS AND CENTS PER SY	\$ \$ 29.00	s <u>80,446.</u> **
9	1,396 SY	Concrete Sidewalk Shared Use (10' x 6") (Spec No. NCTCOG 305.2) One hundred twelve DOLLARS AND FiAy CENTS PER SY	s_112.50	<u>s 157,050.00</u>
10	230 SY	Concrete Sidewalk Shared Use (6' x 6") (Spec No. NCTCOG 305.2) DOLLARS AND CENTS PER SY	s_/15.∞	s <u>26,450.</u> 00

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
11	14 SY	Concrete Sidewalk (4') (Spec No. NCTCOG 305.2)	1	
		One hundred ten		
		DOLLARS AND		
		Zero	s 110.00	\$ 1540.0
		CENTS PER SY	\$ <u>112</u> .	\$_ 1 , 5 w .
12	47 SY	Conc Sidewalk (Special) (TY-FW) (10') (Spec No. TxDOT		
		531)		
		One hundred ninety		
		DOLLARS AND	\$ 190.00	89700
		Zen	\$	<u>\$ 8,930.</u>
13	124 SY	Conc Sidewalk (Special) (TY-FW)(6') (Spec No. TxDOT 531)		
		One hundral ninety-five		
			10/02	nelima
		Zero	s 195.02	s 24,180,0
14	15 SY	CENTS PER SY Conc Sidewalk (Special) (TY-FW)(4') (Spec No. TxDOT 531)		
		DOLLARS AND		
			10000	2000
		240	s_220.00	<u>s 3, 300. °</u>
15	256 LF	CENTS PER SY 6" Monolithic Curb and Gutter (Spec No. NCTCOG 305.1)		
15	230 LF	T		
		rour		
		DOLLARS AND	1 - 0	
		Zero	\$ 4.00	s_1;024.00
		CENTS PER LF		
16	30 SY	6" Pavement Repair (2" TY "D" on 4" TY "B") (Spec No. NCTCOG 302.9)		
		Two hundred		1.
		DOLLARS AND	s 200.03	s \$6000. "
19.11		Zero	•	Ψ
17	256 LF	REFL PAV MRK TY I (W) 4"(SLD)(100MIL) (Spec No. TxDOT		11 A
		666) . N		
		Fitten		
		DOLLARS AND	s 15.62	\$ 3,998.72
		Sixty-two	5 1001	\$ 31 12
18	5,508 SY	4" Topsoil (Spec No. NCTCOG 204.2)		
		Six		
		DOLLARS AND		
		7000	\$ 6.00	\$ 33,048.00
		CENTS PER SY	\$	\$ 37,040.
19	5,508 SY	Solid Block Sodding (Spec No. NCTCOG 204.5)		
		TIN		
		DOLLARS AND		
			18 25	7200100
		Twenty-five	\$ 13.25	<u>s 72,981.00</u>
20	1 EA	CENTS PER SY Curb Ramp (TY-1) (Spec No. TxDOT 531)		
		Three thousand		
		DOLLARS AND	0	0
		Zero	<u>\$ 3000.</u> »	s_ 3000.00
01	4 5 4	CENTS PER EA		
21	1 EA	Remove & Relocate Sign (Spec No. TxDOT 644)		
		DOLLARS AND		
		2		
		CENTS PER EA	s 500.00	s_500.00
			-	

ITEM NO.	ESTIMATED QUANTITY	ITEM DESCRIPTION (SPECIFICATION NO.) PRICES TO BE WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
22	2 EA	Install SM RD SN SUP&AM TYTWT(1) WS(P) (Spec No. TxDOT 644) Six, hundred DOLLARS AND CENTS PER EA	<u>s 600. ۳</u>	s_1200.*
23	1 AL	Irrigation Repair Allowance (Spec No. NCTCOG 502.1)		
		CENTS PER AL	\$5,000.00	\$5,000.00
24	1 EA	2' Drop Het (Spec No, NCTCOG 702) Three thousand five hundred DOLLARS AND Zero	2500 99	2100 8
		CENTS PER EA	<u>s 3500.°°</u>	s_ <u>3500.</u> ®
25	1 EA	18" SET (Spec.No. NCTCOG 702) One Housand Hore hundred for DOLLARS AND CENTS PER EA	\$ <u>1350.0</u>	s \$1350."
26	611 LF	18" Reinforced Concrete Pipe Class III (Spec No. TxDOT 464) And Cisht DOLLARS AND Fifty	s <u>98.50</u>	s_60, 18 3. 50
27	611 LF	CENTS PER LF Trench Safety for Storm Pipe (Spec No. NCTCOG 107.20.3) DOLLARS AND		
		CENTS PER LF	<u>\$ 3.00</u>	s_1,833.00
28	1 LS	Post-Construction As-Built Survey (Spec No) Seven Housing Five hundred DOLLARS AND		
			s_7,500.00	s 7500.0
				0,133.72
		BID ALTERNATIVE A		
Deduct 26	-611 LF	18" Reinforced Concrete Pipe Class III (Spec No. TxDOT 464) Airety-Cisk J DOLLARS AND	25	
A-1	611 LF	CENTS PER LF 18" ADS HDPE Pipe (N-12) (Spec No. ADS)	s <u>98,50</u>	\$ <u>760,183,5</u> 0
	UTT LI	DOLLARS AND Fifty CENTS PER LF	<u>\$83.50</u>	<u>\$51,018.5</u> 5
		BID SUMMARY		
9		SUBTOTAL BASE BI	-	
		SUBTOTAL ALTERNATIVE A BI	<u>s</u> −9,165.	00
		TOTAL BID (BASE BID + ALTERNATIVE A	a) <u>s 566,90</u>	8.72

Section 00 43 10

BID BOND FORM

BIDDER (Name and Address):	
Tejas (Cutters, LLC
	CR 4127
Deca	atur, TX 76234
SURETY (Name and Address of Principa	al Place of Business)
	chants National Bonding, Inc.
670	0 Westown Parkway
We	est Des Moines, IA 50266
OWNER (Name and Address):	
	y of Keller
	00 Bear Creek Parkway
Ke	eller, TX 76246
BID	
BID DUE DATE: May 14, 20	25
PROJECT TITLE:	
MT GILEAD ROAD	BIKE/PEDESTRIAN TRAIL
BOND	
BOND NUMBER: BID BOND	
BOND NUMBER: BID BOND DATE (Not later than Bid due date):	
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree	eatest Amount Bid 5% GAB
BOND NUMBER: BID BOND DATE (Not later than Bid due date):	eatest Amount Bid 5% GAB
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words)	teatest Amount Bid 5% GAB) (Figures) dder, intending to be legally bound hereby, subject to the
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof.	tatest Amount Bid 5% GAB) (Figures) dder, intending to be legally bound hereby, subject to the duly executed on its
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof.	tatest Amount Bid 5% GAB) (Figures) dder, intending to be legally bound hereby, subject to the duly executed on its
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r	tatest Amount Bid 5% GAB) (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative.
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER	tatest Amount Bid 5% GAB) (Figures) dder, intending to be legally bound hereby, subject to the duly executed on its
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC (Sec	statest Amount Bid 5% GAB) (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY sal)
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC (Sec	the statest Amount Bid 5% GAB (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC (Sec	tratest Amount Bid 5% GAB (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY teal) Merchants National Bonding, Inc. (Seal) Surety s Name and Corporate Seal
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC (Sea Bidder's Name and Comporate Seal By: Contemporate Seal	tratest Amount Bid 5% GAB (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY teal) Merchants National Bonding, Inc. (Seal) Surety's Name and Corporate Seal By: Return Merchants
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC (Sec	tratest Amount Bid 5% GAB (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY teal) Merchants National Bonding, Inc. (Seal) Surety s Name and Corporate Seal
BOND NUMBER: BID BOND DATE (Not later than Bid due date): PENAL SUM: Five Percent of the Gree (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC Bidder's Name and Comorate Seal By: Composition Signature and Title	satest Amount Bid 5% GAB (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY eal) Merchants National Bonding, Inc. (Seal) Surety's Name and Corporate Seal By Surety Robbi Morales Signature and Title Attorney-in-factories (Attach Power of Attorney)
DATE (Not later than Bid due date): PENAL SUM: <u>Five Percent of the Gree</u> (Words) IN WITNESS WHEREOF, Surety and Bid terms printed on the reverse side hereof, behalf by its authorized officer, agent or r BIDDER Tejas Cutters, LLC (Sea Bidder's Name and Comporate Seal By: <u>Contect</u>	satest Amount Bid 5% GAB (Figures) dder, intending to be legally bound hereby, subject to the , do each cause this Bid Bond to be duly executed on its representative. SURETY sal) Merchants National Bonding, Inc. (Seal) Surety's Name and Corporate Seal By: Robbi Morales Signature and Title Attorney-in-factories

Note: (1) (2) Above addresses are to be used for giving required notices. Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

> Section 00 43 10 Bid Bond Form

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- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible and responsive Bidder as determined by OWNER for the Work required by the Contract Documents, provided that:
 - A. If there is no such next lowest, responsible and responsive Bidder, and OWNER does not abandon the Project, then Bidder and Surety shall pay to OWNER the penal sum set forth on the face of this Bond, and
 - B. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by Bidding Documents.
- 3. This obligation shall be null and void if:
 - A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - B. All Bids are rejected by OWNER, or
 - C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

Section 00 43 10 Bid Bond Form

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N \0057081.00\05 Service Groups\Site Design & Infrastructure Design\1_Design\Specifications\Project Specifications\00 43 10 Bid Bond Form.docx 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid. offer or proposal as applicable.

End of Section

Section 00 43 10 Bid Bond Form

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Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophinie Hunter; Tina McEwan; Tonie

Petranek

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

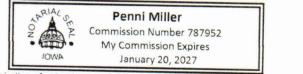
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction of Transportation making payment of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of the Contractor and/or its assignee, shall not relieve this surety company of any of

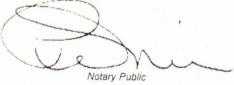
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July 2024



STATE OF IOWA COUNTY OF DALLAS ss

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld. Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING. INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of

. 2025



Secretary

POA 0018 (6/24)



MERCHANTS BONDING COMPANY (MUTUAL) + MERCHANTS NATIONAL BONDING. INC. P.O. Box 14498 + DES MOINES. IOWA 50306-3498 + (800) 678-8171 + (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual) To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:

Call:

Mail:

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SUP 0032 TX (11/19)

Document 00 45 10

FORM OF BUSINESS

Fill in the appropriate area describing your firm's form of business and include the relevant attachments.

Corporation:

Corporate Name:	
State of Incorporation:	
Mailing Address:	

- Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past ten years to be valid)
- Certificate of Good Standing*
- Certificate of Existence (if non-Texas corporation, Certificate of Authority)*

Partnership/Joint Venture:

Partnership/Joint Venture Name: TEIAS, CUTTERS LLC Mailing Address: 1562 (ounty

- Copy of the Partnership or Joint Venture Agreement, or Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence
- Certificate of Assumed Name, (the Certificate must have been issued within the past ten years to be valid)
- If firm is a limited partnership, the Certificate of Limited Partnership
- If any partner or joint venture is a corporation, the above information relating to corporation must be included as to each sum partner or joint venture.

Sole Proprietorship

Name:

Mailing Address:

- Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past ten years to be valid)
- * Must be furnished upon request of the Owner and must be less than 90 days old.

[Typed Name and Title of Authorized Representative]

Signature of Authorized Representative]

[Typed Date]

END OF DOCUMENT

Form of Business

Document 00 45 10

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DOCUMENT 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

The Bidder may provide his Statement of Bidder's Qualifications on separate typewritten sheets including all the information requested herein:

cutters LLC **BIDDER:**

1. ORGANIZATION

1.2.1

1.1 How many years has your organization been in business as a Contractor?

1.2 How many years has your organization been in business under its present business name?

uears Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

- 1.3.1 Date of incorporation:
- 1.3.2 State of incorporation:
- 1.3.3 President's name:
- 1.3.4 Vice-president's name(s):
- 1.3.5 Secretary's name:
- 1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

- 1.4.1 Date of organization:
- 1.4.2 Type of partnership (if applicable):
- 1.4.3 Name(s) of general partner(s):

2018 50"

James Proulx

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

Document 00 45 13 Statement of Bidder's Qualifications

Page 1 of 4

- 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 On a separate sheet attached hereto, list jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. Indicate name, license number and expiration date for Master Plumber or other trade required under the Instructions to Bidders section of this Bid.
- 2.2 On a separate sheet attached hereto, list jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

- 3.1 On a separate sheet attached hereto, list the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1 Has your organization ever failed to complete any work awarded to it?
 - 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 3.4 On a separate sheet attached hereto, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.
 - 3.4.1 State total worth of work in progress and under contract.
- 3.5 On a separate sheet attached hereto, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
 - 3.5.1 State annual amount of construction work performed each year during the past five years.
- 3.6 On a separate sheet attached hereto, list the construction experience and present commitments of the key individuals of your organization. Submit on separate sheets attached hereto, resumes of Key Personnel as defined in the Instructions to Bidders. Bidder hereby certifies that the Resident Superintendent has the authority to act on behalf of the Contractor at all times.

Document 00 45 13 Statement of Bidder's Qualifications Page 2 of 4

4. REFERENCES

4.1 Trade References (3): Shawn M9Mahon - JS management 469-628-8459 Hintonio Evangelista - Four star Excavation 972-330-6767 Brandon Gibbs - Txdot Inspector 903-388-3868
4.2 Bank References (2): FIRST FINANCIAL BANK - Kelly Johnson - Kryöhnson Offin, Com FIRST FINANCIAL BANK - Kelly Johnson - Kryöhnson Offin, Com
4.3 Surety: Name and telephone number of Bonding Company: Name, telephone and address of Agent: Name, telephone and address of Agent:

5. FINANCING

- 5.1 Financial Statement
 - 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - a. Cash Flow Statement
 - b. Notes to Financial Statement
 - c. Auditor Statement
 - d. Comparison Statements, if available
 - e. Name and address of firm preparing attached financial statement, and date thereof.
 - 5.1.2
- Is the attached financial statement for the identical organization named on page one?

If not, on a separate sheet attached hereto, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Document 00 45 13 Statement of Bidder's Qualifications Page 3 of 4

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

4-es SIGNATURE

6,

6.1 To be executed by a Principal of the firm authorized to certify the foregoing information:

James Proulk, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

6.2	Dated at Decatur this	12 day of May , 2025
	Name of Organization:	Teggs cutters LLC
	By:	Janlo
	Printed Name:	Sames Proule
	Title:	owner

Document 00 45 13 Statement of Bidder's Qualifications Page 4 of 4

Document 00 45 15

CERTIFICATE OF BIDDER'S EXPERIENCE & QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of bidding, and shall be, throughout the period of the Contract, licensed by the State of Texas to do the type of work required under terms of the contract documents. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents,

The bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities that may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he is aware of such peculiar risks and that he has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Signed this 2 day of MAV ras cutters LLC Name of Bidder Contractor's License No. and State Signature of Bidder Title of Signatory

END OF SECTION

Document 00 45 15 Certificate of Bidder's Experience & Qualifications Page 1 of 1

Section 00 45 19

NON-COLLUSION AFFIDAVIT

State of County of 1, 2 Prouk 185 being duly sworn, deposes and says that: elas (1)He (she) is , the Bidder submitting the attached Proposal;

- (2) He (she) is fully informed respecting the preparation and contents of the attached Bid and any and all appurtenances thereof;
- (3) Such Bid is genuine and is not a collusive Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any other person interested in the proposed contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

l	Jowner (Title)
Subscribed and sworn to me this	12 day of May , 2025 By: Val Antroula Notary Public in and for W[SE County]
VALERIE ANN PROULX Notary Public, State of Texas Comm. Expires 04-19-2029 Notary ID 130244975	County, Texas My commission expires <u>4-19-2029</u> END OF SECTION

Document 00 45 19 Non-Collusion Affidavit Page 1 of 1

N:\0057081.00\05 Service Groups\Site Design & Infrastructure Design\1_Design\Specifications\Project Specifications\00 45 19 Non-Collusion Affidavit.doc

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
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 vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Tejas Cutters LLC	
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed.	
City of Keller	
Name of Officer	
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor? Yes X B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable i local government al entity? Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity? Yes X No 5 Describe each employment or business relationship that the vendor named in Section 1 members of the section 1 members o	h additional pages to this Form kely to receive taxable income, income, from or at the direction income is not received from the
 other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. 6 Check this box if the vendor has given the local government officer or a family member 	fficer or director, or holds an of the officer one or more gifts
as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(C) 7 Signature of vendor doing business with the governmental entity	003(a-1).

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

 $(\bar{\textbf{i}})$ a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FILED TARRANT COUNTY CLERK					
2021 April 21 PM 03:30		I MARTIN MARTINE	IN HA INTEL		
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COUNTY CLERK	DUTT	r			
BY		L	Filed a	s Receiv	ed
	Mary Louise Nicholson				
	County Clerk				
FOR AN U	ASSUMED NAME CERTIFIC UNINCORPORATED BUSINESS OR	PROFESSION			
Pursuant to Title 5, §71, 151(a) of the Texas Busin from the	ess and Commerce Code, Certificates of date the Certificate is filed in the County		lid for a pe	riad not to i	exceed 10 years
	perly executed is to be filed immediat (PRINT OR TYPE)	tely with the Cou	inty Clerk		
1. TEJAS CUTTERS Name under which Business or Profes	sional Service will be conducted		-		
2. Business Address 1562 CR 4127	7				
City DECATUR		TX	Zip	76234	l
3. The period, not to exceed (10) year					
4. The Business or Professional Servi	ice under this Assumed Name will	li be conducted	as (Cnec	k one):	
Sole Proprietorship	Practitioner (Dr/Lawyer/etc.)	Joint Venture			
	Limited Partnership		state Inve	estment 1	fruct
,	•				
☐ Joint Stock Company ⊠ We, the undersigned, first being duly sw	Other (name type): Other Incorr CERTIFICATE OF OWNERS	porated HIP /are the owner	(s) of the	business	above
☐ Joint Stock Company ☑ We, the undersigned, first being duly sw amed, that the information given for the l wnership in said business.	Other (name type): Other Incorr CERTIFICATE OF OWNERS yorn, upon oath, declare I/We am business is true and correct, and I	Distance Define the owner Distance the owner owner the owner the owner the owner the owner owner the owner owner the owner owner the owner owner owner the owner o	(s) of the e only pe Type: DJ	business rson(s) h RIVER'S	above aving
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Page: 4 of 6	2022-11-28 21:15:21 GMT	18175494692	From: Vict
Form 424 (Revised 05/11) Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 Filing Fee: See instructions	Certificate of Amendment	FILED In the Office of the Secretary of State of T NOV 2.8 2022 Corporations Sect	
			15
	Entity Information		/
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Tejas Cutters, LLC State the name of the entity as curre of the entity, state the oldiname and The filing entity is a: (Select the 	S: ntly shown in the records of the secretary of sta- mot the new name, appropriate entity type below.) Professional Corpor Professional Limiter Professional Associ	ntion d Liability Company ation	aine

I: Amended Name-

(If the purpose of the centificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

r

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Form 424

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Registered Agent

(Complete either A or B, but not both, Also complete C.)

A. The registered agent is an organization (connor be entity named above) by the name of:

OR B. The registered agent is an individual resident of the state whose name is:					
First Name	M1.	Last Nome	Suffix		
The berean execution	this instrument affirms	that the person design	ated as the new registered agent		

i ne person executing this instrument attirms that the person designated as the new registered a has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

		TX
Struct Address (No P.O. Box)	City	Sune Zip Coile

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

Remove "Raymond M Proulx" as a managing member. He is no longer a managing member. The signed Amendment to the Business documents is attached.

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Form 424

0:

Effectiveness of Filing (Select either A. B. or C.)

A. I This document becomes effective when the document is filed by the secretary of state.

B: D This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 11/25/2022

By: Jumes P. Prouly, Manuging Member

Signature of authorized person

James P Prouls

Printed or typed name of authorized person (see instructions)

Print

Reset

Exhibit A - Amendment 2 MEMBERS OF Teles Cutters, LLC

Member's Name and Address	Initial Capital Contribution	Capital Commitment	Percentage Interest	
James Paul Proulx 1562 County Rd 4127 Decatur TX 76234	\$600;00	\$0.00	55:00%	
Tamas Christopher Proulx 1562 County Rd 4127 Decatur TX 76234	\$50:00	\$0.00	45,00%	

*Robert Eric Warren is no longer a member of Tejas Cutters, ELC.

*Raymond Maurice Proulx is no longer a member of Tejas Cutters, LLC.

The below members acknowledge and agree to the above referenced amendment to the Articles of Incorporation for Tejas Cuttors, LLC:

Ames Prend Provide SE626F45C76A487 ...

James Paul Proulx, Meinber

Tamas Christopher Proulx, Member

9/1/2022

Date 9/1/2022

Date

Tejas Cutters, LLC

Balance Sheet – Tax Basis

Year Ended December 31, 2024 With Independent Accountant's Review Report

Tejas Cutters, LLC TABLE OF CONTENTS December 31, 2024

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Independent Accountant's Review Report

Financial Statement

Balance Sheet - Tax Basis

Notes to Balance Sheet - Tax Basis

1

2

3

Independent Accountant's Review Report

James Proulx, Managing Partner Tejas Cutters, LLC

I have reviewed the accompanying balance sheet – tax basis of Tejas Cutters, LLC, as of December 31, 2024, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statement as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of the balance sheet in accordance with the basis of accounting the company uses for income tax purposes; this includes determining that the basis of accounting the company uses for income tax purposes is an acceptable basis for the preparation of financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the balance sheet for them to be in accordance with the basis of accounting the company uses for income tax purposes. I believe that the results of my procedures provide a reasonable basis for my conclusion.

I am required to be independent of Tejas Cutters, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to my review.

Accountant's Conclusion

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statement in order for it to be in accordance with the basis of accounting the company uses for income tax purposes.

Granbury, Texas March xx, 2025

Tejas Cutters, LLC BALANCE SHEET – TAX BASIS December 31, 2024

Current Assets \$ 136,319 Notes receivable, current portion 43,901 TOTAL CURRENT ASSETS 180,220 Non-Current Assets 180,220 Non-Current Assets 180,220 Notes receivable, non-current portion 18,948 Fixed Assets 130,162 Property and equipment, net of accumulated depreciation of \$403,726 130,162 TOTAL ASSETS \$ 329,330 LIABILITIES AND PARTNER'S EQUITY \$ 49,763 Current Liabilities 49,763 Current portion of long-term debt \$ 49,763 TOTAL CURRENT LIABILITIES 180,148 LONG-TERM LIABILITIES 180,148 Corrent Portion of long-term debt \$ 130,162 TOTAL CURRENT LIABILITIES 49,763 Long-Term Debt, less current maturities 180,148 TOTAL LIABILITIES 229,911 Partner's Equity 331,277 Owner's Equity - J. Proulx 271,044 Owner's Equity - J. Proulx:Distributions - J. Proulx (192,537) Owner's Equity - T. Proulx:Distributions - T. Proulx (152,471)	ASSETS	
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	TOTAL LIABILITIES AND PARTNER'S EQUITY	\$ 329,330

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Tejas Cutters, LLC NOTES TO BALANCE SHEET – TAX BASIS December 31, 2024

1. Organization

Nature of Operations

Tejas Cutters, LLC (the Company) is a Texas partnership formed April 2018. The Company specializes in Demolition and Paving projects across Texas.

2. Summary of Significant Accounting Policies

A summary of the Company's significant accounting policies consistently applied in the preparation of the accompanying financial statement follows:

Basis of Accounting

The Company's financial statements are prepared on the accrual basis of accounting used for federal income tax reporting purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles. Accordingly, the Company's Balance Sheet is not intended to present financial position in conformity with accounting principles generally accepted in the United States of America. The Significant difference from generally accepted accounting principles is that depreciation is calculated using statutory accelerated cost recovery periods.

Use of Estimates

The preparation of the balance sheet in conformity with the income tax basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Because many types of transactions are susceptible to varying interpretations under federal and state income tax laws and regulations, the amounts reported in the Company's financial statements may be subject to change at a later date upon determination by the taxing authorities.

Cash and Cash Equivalents

The Company considers deposits that can be redeemed on demand and investments that have original maturities of less than three months, when purchased, to be cash equivalents. At December 31, 2024, the Company had no such investments.

The Company deposits funds with one financial institution which may at times be in excess of the U.S. Federal Deposit Insurance Corporation's ("FDIC") insured limits. The Company has not experienced any losses related to amounts in excess of FDIC limits.

Notes Receivable

The Company has five notes receivable from A & D Paving with original amounts ranging from \$7,500 to \$65,000. All notes are for 36 months at 5% interest. The combined balance of these notes at December 31, 2024 was \$62,849.

Tejas Cutters, LLC NOTES TO BALANCE SHEET – TAX BASIS (CONTINUED) December 31, 2024

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

In preparing the balance sheet, the Company has evaluated events and transactions for potential recognition or disclosure through March xx, 2025, the date that the financial statement was available to be issued. The Company is not aware of any material subsequent events.

3. Property and Equipment

Property and equipment is recorded at cost and consist of the following at December 31, 2024:

Machinery and Equipment	5 years \$	268,096
Autos and Trucks	5 years	265,792
		533,888
Accumulated depreciation	Sec. 1	(403,726)
Property and equipment, net	S	130,162
		12.0°

4. Financing Arrangements

Long-term debt consists of the following note payable at December 31, 2024:

Note payable due to financing institution, due in 60 monthly installments of \$1,782 including interest at 7.85%, expiring June	
2028. The note is secured by the equipment purchased.	\$ 65,222
Note payable due to financing institution, due in 48 monthly installments of \$972 including interest at 8.50%, expiring August	
2028. The note is secured by the vehicle purchased.	36,524
Note payable due to financing institution, due in 60 monthly installments of \$818 including interest at 7.526%, expiring September 2028. The note is secured by the equipment purchased.	31,906
Note payable due to financing institution, due in 60 monthly installments of \$1,580 including interest at 13.34%, expiring February 2029. The note is secured by the vehicle purchased.	60,372
Note payable due to financing institution, due in 72 monthly installments of \$794 including interest at 12.80%, expiring May	
2030. The note is secured by the vehicle purchased.	35,887

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Tejas Cutters, LLC NOTES TO BALANCE SHEET – TAX BASIS (CONTINUED) December 31, 2024

4. Financing Arrangements (Continued)

\$ 229,911
(49,763)
\$ 180,148
\$ \$

Aggregate maturities of all long-term financing arrangements are as follows:

Years ending December 31,		
2025	\$	49,763
2026		54,882
2027		60,574
2028	100 July	49,384
2029		11,456
Thereafter		3,852
	S	229,911

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Hagen Proulx Project & Account Manager

A highly skilled and detail-oriented Project & Account Manager with exceptional communication abilities. A results-driven professional known for strong organizational skills and a keen aptitude for problem-solving and financial analysis, consistently delivering successful outcomes across projects and accounts.

Experience

2022 - Present,

Project & Accounts Manager – Tejas Cutters

Oversee all accounts receivable processes, including invoicing, payment tracking, and financial record management. Prepare detailed profit and loss reports, conduct tax reconciliations to ensure compliance, and assist in the creation and submission of project bids. Externally, manage field operations for select projects, ensuring coordination between teams and on-site efficiency. Additionally, manage job scheduling, ensuring resources are allocated efficiently and that projects are completed on time and within scope.

2021 - 2022

Accounts Payable - McMahon Contracting

Reconcile expense reports & create invoices, manage a variety of monthly reports, create aging reports, index all field tickets, & pay 100+ vendors & schedule weekly check pick-ups. Acted as the sole account's payable specialist for a company that paid out an average of \$1 million+ per week.

2021-2022

Assistant Maintenance - Cayman Las Colinas

Assist with resident work requests, prepare "Make Ready" units for new tenants, and repair A/C units to ensure comfort and functionality across the apartment complex with over 300 units. Additionally, leverage my experience as a licensed apprentice plumber to save the company thousands of dollars by swiftly identifying, repairing, and replacing broken pipes as they occurred, maintaining the property's plumbing systems and minimizing costly disruptions. Create and uphold a safe and well-maintained environment for residents and staff alike.

2019-2020

Water Truck Operator-McMahon Contracting

Operated a water truck at multiple job sites, applying water to sod and graded areas to maintain optimal density levels in preparation for concrete pouring. Assisted project owners and field crews with various tasks, including tying rebar, concrete paving, and coordinating cleanup efforts to ensure the site was ready for inspection. Provided support wherever needed to ensure smooth workflow and project efficiency.

Education

2019-2022

B. S. in Business Administration in Management Dallas Baptist University

Skills

- Advanced knowledge of Sage Paperless & Sage 300
- Proficient in MS Office & Google Suite
- Knowledge of accounting principles
- Efficient at strategic planning

Contact

(903) 644-1983 proulxhagen@gmail.com linkedin.com/in/hagen-proulx/

James Proulx

817-304-4309 james@tejas cutters.com

Result-oriented Construction Company Owner with over 19 years of experience in coordinating high value projects in the DFW area, with an emphasis on exceptional workmanship, client satisfaction, safety, and cost awareness.

EXPERIENCE

Tejas Cutters, Decatur — Owner & CEO

2017- Present

Manage and oversee all internal and external operations, ensuring seamless coordination across the company. Proactively secure new projects by identifying opportunities, preparing and submitting competitive bids, and negotiating contracts. Develop comprehensive project schedules that align with timelines and resource requirements, ensuring efficient execution. Additionally, maintain and nurture strong relationships with clients by managing all customer communications, addressing concerns, and ensuring satisfaction throughout the project lifecycle.

McMahon Contracting, Grand Prairie — Project Manager

2005-2022

Oversee day-to-day operations of multi-million dollar construction Direct and manage the day-to-day operations of multi-million dollar construction projects, overseeing all aspects to ensure projects are executed efficiently and effectively. Monitor progress closely, ensuring that all phases adhere to strict timelines and quality standards, while proactively managing costs to ensure the project stays within budget. Utilize strong leadership and problem-solving skills to resolve any issues that arise, maintaining smooth operations and driving successful project delivery.

PROJECTS

Corsicana Commons Project — Precision–graded eighty–six house pads for a large–scale residential construction development, ensuring each pad met the specific requirements for foundation stability and alignment. Employed grading techniques to guarantee the highest standards of quality, accuracy, and safety, contributing to the successful preparation of the site for new home construction.

Atmos Energy Denton— Executed emergency pavement removal and pour-back operations with a focus on efficiency and safety. Quickly assessed the damaged areas, removed compromised pavement, and coordinated the timely replacement with high-quality materials to restore functionality and ensure minimal disruption. Ensured all work was completed in compliance with industry standards, meeting both structural and aesthetic requirements.

Highland Park Project — Led a summer-long project that involved the demolition, sawing, and removal of various street and alleyway pavings. This extensive project required careful planning and execution to safely dismantle and remove outdated or damaged pavement, ensuring minimal disruption to local traffic and surrounding areas. Managed all phases of the project, including coordinating equipment, overseeing crew performance, and maintaining strict adherence to safety standards, while ensuring the site was properly prepared for future improvements or repaving efforts.

Tejas Work Completed Sheet

Job Names	Owner	Proj	ect Amount	% Complete by T	ejas Co	mpletion Date
Corsicana Comn	nons DR Hortor	n \$	250,550.00	100%		March/2024
Community ISD	CT Excavating	ş \$	127,042.50	100%		July/2024
Lake Ridge L	ynn Creek Marii	na \$	67,976.00	100%		June/2023
218 N Elm St	Atmos Energy	\$	161,731.13	100%	Sep	tember/2022
Life Church	Colt Concrete	\$	196,497.19	100%	Aı	1gust/2024
Valentine Road	City of Kemp	\$	69,481.20	85%		January/2025

Annual Amount of Construction Work Performed Each year

2021: \$1,317,143.45
2022: \$3,635,355.16
2023: \$2,833,024.40
2024: \$3,013,378.88
2025: \$918,622.76- As of today, 5/20/2025

Tejas Cutters, LLC transitioned from a sawing company to a full on construction company the summer of 2022.

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Tejas Work In Progress Sheet

Job Names	Owner	Project Amount	Percent Complete	Completion Date
Navarro Bridge	Corsicana/TXDOT	\$1,108,205.99	40%	July/2025
Carroll Avenue	City of Southlake	\$847,886.97	0%	December/2025

Total Work in Progress and Under Contract: \$1,512,810.56