

# BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) James Construction Group, LLC

Hereinafter called the Principal, and (Surety Name) Federal Insurance Company & Continental Casualty Company

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Obligee, in the sum of not less than five percent (5%) of the Base Bid, as a proposal guaranty, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

**Control: 0909-36-152, ETC.**  
**Project: ROSEWOOD DRIVE EXTENSION**  
**County: BELL**

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this 16th Day of January 2018

By:

James Construction Group, LLC  
(Contractor/Principal Name)

MARK W Buchanan Senior Vice President  
(Signature and Title of Authorized Signatory for Contractor/Principal)

\*By:

Federal Insurance Company & Continental Casualty Company  
(Surety Name)

Debbie L. Welsh, Attorney-in-Fact  
(Signature of Attorney-in-Fact)

\*Attach Power of attorney (Surety) for Attorney-in-Fact Surety Seal

(This form may be removed from the proposal.)

Impressed  
Surety Seal  
Only

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Marin )

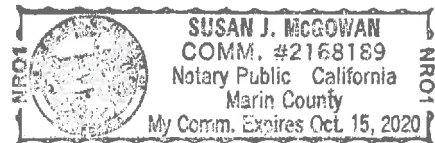
On January 16, 2018 before me, Susan J. McGowan, Notary Public  
(insert name and title of the officer)

personally appeared Debbie L. Welsh  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Jon Richard Sullivan, Debbie L. Welsh and Magdalena R. Wolfe of Novato, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 13<sup>th</sup> day of July, 2017.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 13<sup>th</sup> day of July, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318866  
Commission Expires July 18, 2019

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:  
"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 16, 2018**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael Brophy McGowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Susan J McGowan, Magdalena R Wolfe, Individually

of Novato, CA, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of March, 2017.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of March, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

*J. Mohr*

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 16th day of January, 2018.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*

D. Bult Assistant Secretary

STATE OF TEXAS  
STATE BOARD OF INSURANCE

Certificate No 9315



Company No. 08-28750

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

FEDERAL INSURANCE COMPANY

INDIANAPOLIS, INDIANA

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock and Reinsurance on all lines authorized to do business on a direct basis

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my  
hand and seal of office at Austin, Texas, this  
31st day of July, A. D. 1990.

*A. W. [Signature]*

COMMISSIONER OF INSURANCE

STATE OF TEXAS  
STATE BOARD OF INSURANCE

Certificate No 1399



Company No. 08-20550

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

CONTINENTAL CASUALTY COMPANY  
CHICAGO, ILLINOIS

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail, browing crops only; Rain; Inland Marine;  
Ocean Marine; Aircraft--Liability and Physical Damage; Accident and Health;  
Workmen's Compensation and Employers' Liability; Automobile--Liability and  
Physical Damage; Liability other than Automobile; Fidelity and Surety; Glass;  
Burglary and Theft; Forgery; Boiler and Machinery; Forgery; Boiler and  
Machinery; Credit; Livestock; Reinsurance on all lines except Life and Annuities

insurance within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my

hand and seal of office at Austin, Texas, this

22nd day of August, A. D. 1960

*John A. Harrison*

COMMISSIONER OF INSURANCE



RESOLUTION OF THE BOARD OF MANAGERS OF  
JAMES CONSTRUCTION GROUP, LLC

DATED October 23, 2017

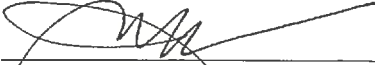
The undersigned, the duly elected and acting Secretary of James Construction Group, LLC (the "Company"), does hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Managers of the Company on October 23, 2017; said resolution has not been modified or rescinded since its adoption and is in full force as of the date hereof;

BE IT RESOLVED that the following individuals are the approved slate of officers of James Construction Group, LLC and each is authorized and has the power to bind the Company by entering in any contract or be executing any instrument in the name of the Company, and such authority is general and not confined to specific instances, and shall continue until modified by resolution;

David King	CEO
Michael D. Killgore	President
Blanche Arceneaux	Chief Financial Officer – Eastern Group
John M. Perisich	Executive Vice President/Secretary
Mark W. Buchanan	Sr. Vice President
Jonas Beatty	Vice-President Infrastructure & Maintenance Division
Cayetano Silva, III	Vice-President
Dave Van Dam	Vice President

BE IT FURTHER RESOLVED that the following individuals are the approved slate of directors of James Construction Group, LLC.

David King	Director
Michael D. Killgore	Director
Peter Moerbeek	Director
John M. Perisich	Director

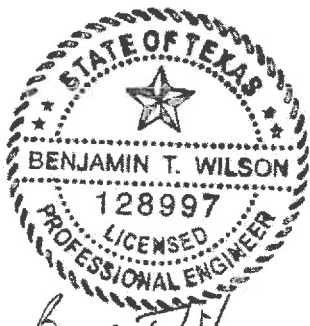
  
\_\_\_\_\_  
John M. Perisich,  
Manager/Secretary

CITY OF KILLEEN  
ROSEWOOD DRIVE EXTENSION PROJECT  
CONSISTING OF:  
HERITAGE OAKS SEGMENT 4 HIKE & BIKE TRAIL  
TxDOT CSJ: 0909-36-152  
ROSEWOOD DRIVE EXTENSION  
TxDOT CSJ: 0909-36-156  
HERITAGE OAKS SEGMENT 3A HIKE & BIKE TRAIL  
TxDOT CSJ: 0909-36-160

January 2018

Bid No. 18-04

Bid Opening Date and Time: January 25, 2018 at 3:00 p.m.



*Benjamin T. Wilson*  
12-20-2017

Prepared by:

Mitchell & Associates, Inc.

Project No.: 17-012

Engineers Firm Registration No. 3241

T.B.P.L.S Firm Registration No. 10204-00



102 N. College  
Killeen, Texas 76541  
Phone: 254-634-5541  
Fax: 254-634-2141



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## (2) TXDOT SPECIAL PROVISIONS

Special Provisions Will Govern And Take Precedence Over The Specifications  
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CSJ: 0909-36-152, ETC.  
COUNTY: BELL  
ROSEWOOD DRIVE EXTENSION  
BID NO.: 18-04

SECTION 1.

ADDENDA

**Control:** 0909-36-152, ETC.  
**Project:** ROSEWOOD DR. EXTENSION  
**County:** BELL  
**Bid No.:** 18-04

## ADDENDUM ACKNOWLEDGMENT

**Each bidder is required to acknowledge receipt of an addendum issued for this project. This page is provided for the purpose of acknowledging an addendum.**

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1	<input checked="" type="checkbox"/>
ADDENDUM NO. 2	<input checked="" type="checkbox"/>
ADDENDUM NO. 3	<input type="checkbox"/>
ADDENDUM NO. 4	<input type="checkbox"/>
ADDENDUM NO. 5	<input type="checkbox"/>

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded.

CSJ: 0909-36-152, ETC.  
COUNTY: BELL  
ROSEWOOD DRIVE EXTENSION  
BID NO.: 18-04

SECTION 2.  
BIDDING REQUIRMENTS

CSJ: 0909-36-152, ETC.  
COUNTY: BELL  
PROJECT: ROSEWOOD DRIVE EXTENSION  
BID NO.: 18-04

**NOTICE TO BIDDERS**  
**BID No. 18-04**  
**ROSEWOOD DRIVE EXTENSION**  
**KILLEEN, TEXAS**

Notice is hereby given that the City of Killeen will receive sealed bids for the construction of the **ROSEWOOD DRIVE EXTENSION**, addressed to Randy Jimenez, Purchasing Manager, City of Killeen, located at 802 N. 2<sup>nd</sup> ST. Building E, 2<sup>nd</sup> Floor, #215, Killeen Texas, 76541, until 3:00 p.m. on Thursday, January 25, 2017, and subsequently be publicly opened and read aloud at the City Hall Council Chambers, First Floor, 101 N. College, Killeen, Texas 76541 at 3:15 p.m. January 25, 2017. Any bid received after the closing time will be returned unopened. Bid shall be plainly marked with the name and address of the bidder and "Bid No.18-04, ROSEWOOD DRIVE EXTENSION"

The project includes 3 major portions: the construction of the extension of Rosewood Drive from near Riverstone Drive to Chaparral Road; the construction of the Heritage Oaks Hike & Bike Trail Segment 3A from Siltstone Drive to Rosewood Drive and the construction of Heritage Oaks Hike & Bike Trail Segment 4 from the south end of Platinum Drive to Trimmer Creek then southeasterly along Trimmer Creek to Chaparral Road. The major items of work include grading, pavement and bridge construction, storm drains, and culvert drainage structures, signing, striping, trail illumination, and erosion control. This scope of work is not intended to be inclusive of all work to be performed under this contract. Refer to this Project Manual, Specifications, and Plan set for further information.

Prevailing wage rates have been established for this Project and are set out in the Project Manual. Such rates are a part of the Contract covering the Project.

The Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 edition, Items 2 and 3 shall control the bidding and contract award processes for this Project. **THE REQUIREMENTS OF ITEM 2, SECTION 2.2, ARE WAIVED FOR THIS PROJECT AND ARE REPLACED IN ITS ENTIRETY BY "ITEM 8: QUALIFICATIONS FOR BIDDERS" FOUND IN THE "INSTRUCTIONS FOR BIDDERS"**.

A non-mandatory pre-bid conference will be held at 3:00 p.m. on January 11, 2017 in the City Hall Council Chambers, 101 N. College, Killeen, Texas 76541. All Pre-bid questions should be addressed to [bwilson@mitchellinc.net](mailto:bwilson@mitchellinc.net) with a copy sent to Randy Jimenez at [rjimenez@killeentexas.gov](mailto:rjimenez@killeentexas.gov) and will be accepted up until 3:00 p.m. on January 25, 2017.

Bids must be submitted on the bid forms provided by the City and accompanied by a bid security in an amount of five percent (5%) of the amount of the base bid, payable, without recourse, to the City of Killeen. The security may be in the form of a certified cashier's check or a Bid Bond in the same amount from a reliable surety company approved to do business in the State of Texas, as guarantee that the bidder will enter into a contract and execute a 100 percent performance bond and 100 percent payment bond and guaranty

**INSTRUCTIONS TO BIDDERS**  
**BID NO. 18-04**

**1. PREPARATION OF BIDS:**

Submit BIDS upon the prescribed forms, or copies thereof. Prepare BIDS in compliance with the requirements of the NOTICE TO BIDDERS, these instructions, and the instructions printed on the prescribed forms. All applicable blank spaces on the BID must be filled in as noted in ink, with amounts extended and totaled, and no changes made in the phraseology of the forms or of the items mentioned therein. Any BID may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the BID form, or in which any of the prices are obviously unbalanced or which fails to conform in any manner to the conditions of the NOTICE TO BIDDERS. The bidder must sign his BID in the blank space provided therefore. If the BID is made by a partnership, it must be signed on behalf of the partnership by one of the partners; if made by a corporation, it must be signed on behalf of the corporation by one of its officers. In order to ensure consideration, the BID must be enclosed in a sealed envelope plainly identified by the name of the project, Bid Number, and addressed to the Owner as prescribed in the NOTICE TO BIDDERS.

**2. INTERPRETATION OF CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS, AND PLANS:**

Bidders desiring further information or further interpretation of the Contract Documents and TECHNICAL SPECIFICATIONS and PLANS must make request for such information to the Engineer, by the deadline described in the NOTICE TO BIDDERS. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound and made a part of the Contract. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Contract Documents, TECHNICAL SPECIFICATIONS, or PLANS, or should he be in doubt as to their meanings, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if they received all such addenda, complete files of which will be maintained in the office of the Engineer and in the Office designated to receive the BIDS.

**3. AWARD OF CONTRACT**

Unless he rejects all BIDS, the Owner will award the Contract within Thirty (30) days of the BID date, unless the time is extended by mutual consent. Award will be made on the basis of the greatest advantage to the Owner, considering all elements of the BID. The right is reserved to reject any or all BIDS and to waive technical defects, as the interest of the Owner may require.

CSJ: 0909-36-152, ETC.  
COUNTY: BELL  
PROJECT: ROSEWOOD DRIVE EXTENSION  
BID NO.: 18-04

BID if the Bidder is not properly qualified to carry out the obligations of the Contract. Conditional BIDS will NOT be accepted.

9. **SPECIAL REQUIREMENTS:**

This BID is being issued as a result of an agreement entered into by and between the Owner and the Texas Department of Transportation (TxDOT) titled the "Advance Funding Agreement for a Transportation Alternatives Program (TAP) Project" (the "Agreement"), which is attached to the Contract Documents as Appendix B and incorporated herein for all purposes. As required by the Agreement, BIDS shall conform to all applicable federal requirements therein incorporated including, without limitation, federal Form FHWA 1273 (attached hereto) and the requirements in 23 CFR, Parts 633 and 635. In accordance with these requirements,

**BIDDER SHALL INCLUDE THE FOLLOWING DOCUMENTS WITH BIDDER'S BID:**

- (a) Bid Bond;
- (b) A non-collusion affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the BID certifying that such person, firm, association, or corporation 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 submitted BID. The affidavit shall either be in the form of an affidavit executed and sworn to by the BIDDER before a person who is authorized by the laws of Texas to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States (23 CFR 635.112(f)). To report BID rigging/collusion, refer to Technical Specifications Special Provision 000---003 in the Contract Documents;
- (c) A completed Form SF-LLL, "Disclosure of Lobbying Activity," attached hereto as a part of the Bid Proposal;
- (d) A completed Form CIQ, "Conflict of Interest Questionnaire", attached hereto as a part of the Bid Proposal;
- (e) An executed and notarized Certification Regarding Debarment, Suspension, and Other Responsibility Matters, attached hereto as a part of the Bid Proposal;
- (f) Local Government Officer Conflicts Disclosure Statement (CIS)
- (g) An executed and notarized acknowledgement by the BIDDER that confirms the BIDDER'S understanding of, agreement to comply with (in the event of an award), and certification of compliance with the requirements of federal Form FHWA 1273.



**BID OR PROPOSAL GENERAL TERMS AND CONDITIONS  
CITY OF KILLEEN**

**1. General Conditions**

Proposers are required to submit their Bid upon the following express conditions:

- (a) Proposers shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.
- (c) Notwithstanding any conflict in the attached Notice to Bidders, Instructions to Bidders, this document or the Contract Documents in the Project Manual, the Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2014 edition, Items 2 and 3 shall control the bidding and contract award processes. In all provisions of Items 2 and 3, except provision 3.10, references to the "State," "Department" or "Letting Official" shall be deemed to refer to the City of Killeen, or its designated representative. **THE REQUIREMENTS OF ITEM 2, SECTION 2.2, ARE WAIVED FOR THIS PROJECT AND ARE REPLACED IN ITS ENTIRETY BY "ITEM 8: QUALIFICATIONS FOR BIDDERS" FOUND IN THE "INSTRUCTIONS FOR BIDDERS"**. By submitting a Bid, Bidder consents to such inclusion, and the release of the information by TxDOT to the City of Killeen.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The proposer shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

addendum will be distributed to each person receiving a set of Bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Department by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) Award, if made, must be to the lowest bidder in compliance with Transportation Code Chapter 223.0041 (C).
- (b) A written award of acceptance mailed or otherwise furnished to the successful Proposer results in a binding contract without further action by either party.

**11. Bid Protest**

Any proposer wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Department within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the vendor contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**12. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3)

SHIRLEY FLEMING  
DEBBIE NASH-KING  
STEVE HARRIS

CITY MANAGER  
RONALD L. OLSON

**16. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**17. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Contractor, the standard form of agreement between the owner and contractor shall prevail.

**18. Acknowledgement**

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Jan 29, 2018*

PRINT NAME: \_\_\_\_\_

Mark W. Buchanan

TITLE: \_\_\_\_\_

Senior Vice-President

COMPANY NAME: \_\_\_\_\_

James Construction Group LLC

ADDRESS: \_\_\_\_\_

21755 I-45 N, Bldg 1

CITY/STATE/ZIP: \_\_\_\_\_

Spring, Tx 77388

CSJ: 0909-36-152, ETC.  
COUNTY: BELL  
ROSEWOOD DRIVE EXTENSION  
BID NO.: 18-04

SECTION 2.01

BID DOCUMENTS  
(TO BE RETURNED WITH BID)

**NON-COLLUSION AFFIDAVIT**

STATE OF Texas §

COUNTY OF Harris §

Each of the undersigned, being first duly sworn, deposes and says that:

- A. Mark W. Buchanan is the Senior Vice President of James Construction Group, LLC and N/A is the N/A of N/A, which entity(ies) is/are the N/A of N/A, the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Owner or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham Proposal.
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

\_\_\_\_\_  
(Signature)

Mark W. Buchanan

\_\_\_\_\_  
(Name Printed)

Senior Vice-President

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

**CERTIFICATION OF CONTRACTOR  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James Construction Group, LLC

Organization Name

CSJ: 0909-36-152 / 0909-36-156 / 0909-36-160 / Rosewood Drive Extension Project

Project Number and Name

Mark W. Buchanan --- Senior Vice-President

Name(s) and Title(s) of Authorized Representatives



Signature(s)

Jan 29, 2018

Date

**PROJECT: ROSEWOOD DRIVE EXTENSION**

**Instructions for Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the corresponding certification in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it

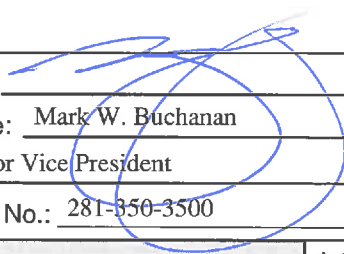
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  <div style="font-size: 2em; text-align: center; padding: 10px;">NONE</div>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Mark W. Buchanan</u> Title: <u>Senior Vice President</u> Telephone No.: <u>281-350-3500</u> Date: <u>Jan 29, 2018</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**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. 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).

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. See 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.

**OFFICE USE ONLY**

Date Received

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

N/A

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 on which 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.**

N/A

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

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

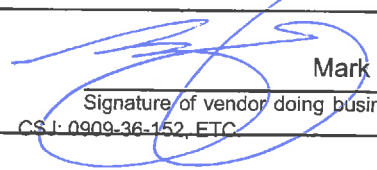
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6  **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7   
Mark W. Buchanan  
Signature of vendor doing business with the governmental entity

Jan 29, 2018  
Date



**CERTIFICATION OF CONTRACTOR  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James Construction Group, LLC

Organization Name

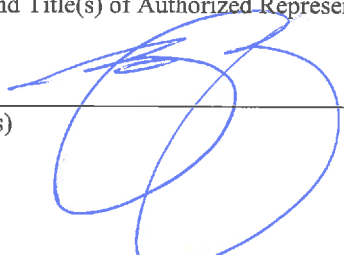
Rosewood Drive Extension Project - TxDOT CSJ 0909-36-152 (156) (160)

Project Number and Name

Mark W. Buchanan      Senior Vice President

Name(s) and Title(s) of Authorized Representatives

Signature(s)



Jan 29, 2018  
Date

**PROJECT:      ROSEWOOD DRIVE EXTENSION**

**Instructions for Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the corresponding certification in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of employment or business relationship with person named in item 3

N/A

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received N/A Description of Gift \_\_\_\_\_  Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_  Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_  Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

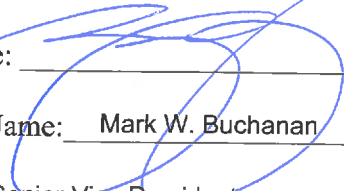
\_\_\_\_\_  
Title of officer administering oath

# CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.6.B. "Payment Provisions for Subcontractors", all subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following:

- SP000-001L "Schedule of Liquidated Damages"
- SP000-002L "Non-Discrimination"
- SP000-003L "Certification of Nondiscrimination in Employment"
- SP000-004L "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"
- SP000-005L "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
- SP000-007L "DBE in Federal Aid Projects"
- SP000-009L "SBE in State Funded Projects"
- SP007-001L "Legal Relations and Responsibilities"
- FHWA 1273 "Required Contract Provisions Federal-Aid Construction Contracts" (Form 1273 must also be physically attached to subcontracts and purchase orders of \$10,000.00 or more)

Signature:  \_\_\_\_\_ Date: Jan 29, 2015

Printed Name: Mark W. Buchanan

Title: Senior Vice President

Company Name: James Construction Group, LLC

Address: 21755 I-45 North Bldg 1

City/State/Zip: Spring, Tx 77388

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated, in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ACKNOWLEDGMENT OF FEDERAL FORM FHWA 1273

By signing below, I acknowledge that

James Construction Group, LLC (company name)

will comply with the requirements of Federal Form FHWA 1273.

Signature:  \_\_\_\_\_

Date: Jan 29, 2018

Printed Name: Mark W. Buchanan

Title: Senior Vice-President

Company Name: James Construction Group, LLC

Address: 21755 I-45 N, Bldg 1

City/State/Zip: Spring, Tx 77388

## BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of 5% of bid  
DOLLARS (\$ 5% of bid \_\_\_\_\_),  
which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance (required if the contract is in excess of \$100,000) and Payment (required if the contract is in excess of \$50,000) Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Federal Insurance Company

CSJ: 0909-36-152, ETC.

ROSEWOOD DRIVE EXT.

BID NO.: 18-04

**BID PROPOSAL**

LINE NO.	ITEM-CODE		DESCRIPTION UNIT COST (WRITTEN)	UNITS	QUANTITY	AMOUNT
	ITEM NO.	DESC CODE				
1	100	6001	PREPARING ROW One Thousand Five Hundred Twenty No	STA	197.36	\$299,987.20
2	110	6001	EXCAVATION (ROADWAY) Eight Fifty	CY	18,210	\$154,785.00
3	110	6002	EXCAVATION (CHANNEL) Twelve Fifty	CY	1920	\$24,000.00
4	132	6003	EMBANKMENT (ORD COMP) (TY B) Six Eighty	CY	23581	\$160,350.80
5	132	6025	EMBANKMENT (FINAL) (DENS CONT)(AS) Twenty Six No	CY	9840	\$255,840.00
6	132	6026	EMBANKMENT (FINAL) (DENS CONT)(DS) Twenty Six No	CY	8642	\$224,692.00
7	160	6003	FURNISH AND PLACE TOPSOIL (4") Three No	SY	34,720	\$104,160.00
8	164	6003	BROADCAST SEED (PERM)(RURAL)(CLAY) No Twenty Six	SY	34,720	\$9,027.20
9	164	6009	BROADCAST SEED (TEMP) (WARM) No Twenty One	SY	34,720	\$7,291.20
10	166	6002	FERTILIZER (20-10-20) Five Hundred Eighty Six No	TON	2.87	\$1,681.82
11	168	6001	VEGETATIVE WATERING Twenty No	MG	563.8	\$11,276.00
12	247	6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS) Thirty Six No	CY	8824	\$317,664.00

13	260	6002	HYDRATED LIME (SLURRY) One Hundred Sixty Three Forty	DOLLARS CENTS	TON	502.5	\$82,108.50
14	260	6073	LIME TRT SUBGRADE (8") Two Ten	DOLLARS CENTS	SY	20,680	\$43,428.00
15	275	6001	CEMENT One No	DOLLARS CENTS	TON	3.2	\$3.20
16	275	6029	CEMENT TRT NEW BASE (4") Twenty Four No	DOLLARS CENTS	SY	537	\$12,888.00
17	310	6027	PRIME COAT(MC-30 OR AE-P) Three Sixty	DOLLARS CENTS	GAL	4778	\$17,200.80
18	341	6040	D-GR HMA TY-D (PG 64-22) Sixty Seven No	DOLLARS CENTS	TON	3227	\$216,209.00
19	400	6001	STRUCTURAL EXCAVATION One No	DOLLARS CENTS	CY	456	\$456.00
20	402	6001	TRENCH EXCAVATION PROTECTION One No	DOLLARS CENTS	LF	613	\$613.00
21	416	6003	DRILL SHAFT (30 IN) One Hundred Twenty Nine No	DOLLARS CENTS	LF	804	\$103,716.00
22	416	6004	DRILL SHAFT (36 IN) One Hundred Sixty No	DOLLARS CENTS	LF	621	\$99,360.00
23	420	6013	CL C CONC (ABUT) Eight Hundred No	DOLLARS CENTS	CY	63.4	\$50,720.00
24	420	6025	CL C CONC (BENT) Nine Hundred No	DOLLARS CENTS	CY	100.3	\$90,270.00
25	422	6001	REINF CONC SLAB (CL S) Eighteen No	DOLLARS CENTS	SF	16,740	\$301,320.00
26	422	6005	CEM STABIL BKFL One Hundred Twenty No	DOLLARS CENTS	CY	110	\$13,200.00
27	422	6015	APPROACH SLAB Four Hundred Fifty No	DOLLARS CENTS	CY	96.2	\$43,290.00

28	423	6001	RETAINING WALL (MSE) Thirty Six No	DOLLARS CENTS	SF	34,266	\$1,233,576.00
29	425	6038	PRESTR CONC GIRDER (TX46) One Hundred Thirty One No	DOLLARS CENTS	LF	2148	\$281,388.00
30	432	6002	RIPRAP (CONC)(5") Five Hundred Thirty No	DOLLARS CENTS	CY	366.5	\$194,245.00
31	432	6008	RIPRAP (CONC)(CL B RR8 & RR9) Four Hundred Fifty No	DOLLARS CENTS	CY	40	\$18,000.00
32	432	6033	RIPRAP (STONE) (PROTECTION)(18") Seventy No	DOLLARS CENTS	CY	735.3	\$51,471.00
33	432	6036	RIPRAP (STONE) (PROTECTION)(30") Seventy No	DOLLARS CENTS	CY	898	\$62,860.00
34	442	6008	STR STEEL (MISC BRIDGE)(BS-EJCP) Sixteen No	DOLLARS CENTS	LB	336	\$5,376.00
35	450	6036	RAIL (TY C411) One Hundred Sixty No	DOLLARS CENTS	LF	2,355	\$376,800.00
36	450	6047	RAIL (HANDRAIL) (TY A) One Hundred Ten No	DOLLARS CENTS	LF	881	\$96,910.00
37	454	6001	SEAL EXPANSION JOINT (SEI-A) (4 IN) Ninety No	DOLLARS CENTS	LF	98	\$8,820.00
38	462	6034	RC BOX CULVERT 10'x10' One Thousand One Hundred No	DOLLARS CENTS	LF	69	\$75,900.00
39	464	6003	RC PIPE (CL III) (18") Fifty Five No	DOLLARS CENTS	LF	609	\$33,495.00
40	464	6005	RC PIPE (CL III) (24") Sixty No	DOLLARS CENTS	LF	2,162	\$129,720.00
41	464	6007	RC PIPE (CL III) (30") Eighty No	DOLLARS CENTS	LF	183	\$14,640.00
42	464	6008	RC PIPE (CL III) (36") One Hundred Ten No	DOLLARS CENTS	LF	229	\$25,190.00

43	464	6010	RC PIPE (CL III) (48") Two Hundred No	DOLLARS CENTS	LF	41	\$8,200.00
44	465	6006	JCTBOX (COMPL)(PJB)(4FT X 4FT) Two Thousand Six Hundred No	DOLLARS CENTS	EA	4	\$10,400.00
45	465	6236	INLET (COMPL)(WALL)(RWI)(TY II) Three Thousand No	DOLLARS CENTS	EA	8	\$24,000.00
46	466	6174	WINGWALL (PW-1)(Hw=13) Thirteen Thousand No	DOLLARS CENTS	EA	2	\$26,000.00
47	467	6358	SET (TY II)(18")(RCP)(4:1)(C) Six Hundred No	DOLLARS CENTS	EA	2	\$1,200.00
48	467	6390	SET (TY II)(24")(RCP)(4:1)(C) Nine Hundred No	DOLLARS CENTS	EA	3	\$2,700.00
49	467	6450	SET (TY II)(36")(RCP)(4:1)(C) Two Thousand Eight Hundred No	DOLLARS CENTS	EA	1	\$2,800.00
50	500	6001	MOBILIZATION Seven Hundred Seventy Thousand No	DOLLARS CENTS	LS	1	\$770,000.00
51	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING One Thousand No	DOLLARS CENTS	MO	26	\$26,000.00
52	506	6002	ROCK FILTER DAMS (INSTALL) (TY 2) Twenty Six No	DOLLARS CENTS	LF	815	\$21,190.00
53	506	6011	ROCK FILTER DAMS (REMOVE) (TY 2) Seven No	DOLLARS CENTS	LF	815	\$5,705.00
54	506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1) Sixteen No	DOLLARS CENTS	SY	164	\$2,624.00
55	506	6024	CONSTRUCTION EXITS (REMOVE) (TY 1) Eight No	DOLLARS CENTS	SY	164	\$1,312.00
56	506	6038	TEMP SEDMT CONT FENCE (INSTALL) Two Eighty	DOLLARS CENTS	LF	22,629	\$63,361.20
57	506	6039	TEMP SEDMT CONT FENCE (REMOVE) No Thirty Five	DOLLARS CENTS	LF	22,629	\$7,920.15

58	506	6040	BIO DEG EROSION CONT LOGS (8") (INSTALL) Four No	DOLLARS CENTS	LF	180	\$720.00
59	506	6043	BIO DEG EROSION CONT LOGS (REMOVE) No Fifty	DOLLARS CENTS	LF	180	\$90.00
60	528	6004	LANDSCAPE PAVER (FLAGSTONE) Two Hundred No	DOLLARS CENTS	SY	548	\$109,600.00
61	531	6002	CONC SIDEWALKS (5") Thirty Eight No	DOLLARS CENTS	SY	20,881	\$793,478.00
62	531	6004	CURB RAMPS (TY 1) Two Thousand No	DOLLARS CENTS	EA	3	\$6,000.00
63	531	6005	CURB RAMPS (TY 2) One Thousand Nine Hundred No	DOLLARS CENTS	EA	8	\$15,200.00
64	531	6013	CURB RAMP (TY 10) One Thousand Eight Hundred No	DOLLARS CENTS	EA	12	\$21,600.00
65	618	6023	CONDT (PVC) (SCH 40) (2") Sixteen No	DOLLARS CENTS	LF	7832	\$125,312.00
66	620	6008	ELEC CONDR (NO.8) INSULATED No Ninety	DOLLARS CENTS	LF	28,191	\$25,371.90
67	628	6003	ELC SRV TY A 120/240 060 (NS)AL(E)PS Ten Thousand No	DOLLARS CENTS	EA	4	\$40,000.00
68	636	6001	ALUMINUM SIGNS TY A Fourteen No	DOLLARS CENTS	SF	239	\$3,346.00
69	644	6007	IN SM RD SUP & AM TY 10BWG (1) SA (U) Four Hundred Seventy No	DOLLARS CENTS	EA	2	\$940.00
70	644	6056	IN SM RD SUP & AM TY TWT (1) UA (P) Three Hundred Sixty No	DOLLARS CENTS	EA	18	\$6,480.00
71	666	6035	REFL PAV MRK (TY 1)(8")(W)(SLD)(090 MIL) One Fifty Five	DOLLARS CENTS	LF	450	\$697.50
72	666	6041	REFL PAV MRK (TY 1)(12")(W)(SLD)(090 MIL) Three Eighty Five	DOLLARS CENTS	LF	24	\$92.40



73	666	6047	REFL PAV MRK (TY I)(24")(W)(SLD)(090 MIL) Seven Seventy	DOLLARS CENTS	LF	514	\$3,957.80
74	666	6053	REFL PAV MRK (TY I)(W)(ARROW)(090 MIL) One Hundred Ten No	DOLLARS CENTS	EA	9	\$990.00
75	666	6056	REFL PAV MRK (TY I)(W)(DBL ARROW)(090 MIL) Two Hundred Twenty No	DOLLARS CENTS	EA	8	\$1,760.00
76	666	6077	REFL PAV MRK (TY I)(W)(WORD)(090 MIL) One Hundred Thirty No	DOLLARS CENTS	EA	6	\$780.00
77	666	6098	REFL PAV MRK (TY I) 18"(YLD TRI) (090 MIL) Twenty Seven No	DOLLARS CENTS	EA	186	\$5,022.00
78	666	6140	REFL PAV MRK (TY I)(12")(Y)(SLD)(090 MIL) Three Eighty Five	DOLLARS CENTS	LF	560	\$2,156.00
79	666	6287	REFL PAV MRK (TY I)(4")(Y)(SLD)(090 MIL) No Fifty	DOLLARS CENTS	LF	6,724	\$3,362.00
80	666	6291	REFL PAV MRK (TY I)(4")(Y)(BRK)(090 MIL) No Eighty	DOLLARS CENTS	LF	893	\$714.40
81	666	6299	REFL PAV MRK (TY I)(4")(W)(BRK)(090 MIL) No Ninety	DOLLARS CENTS	LF	1,118	\$1,006.20
82	672	6007	REFL PAV MRK (TY I-C) Four No	DOLLARS CENTS	EA	121	\$484.00
83	672	6009	REFL PAV MRK (TY II--A-A) Four Fifty	DOLLARS CENTS	EA	256	\$1,152.00
84	740	6005	ANTI GRAFFITI COATING (TY 3) No Seventy Five	DOLLARS CENTS	SF	35,000	\$26,250.00
85	5000	****	CURB AND GUTTER (COK) Eighteen No	DOLLARS CENTS	LF	8,336	\$150,048.00
86	5000	****	ADJUST SANITARY SEWER MANHOLE One Thousand Six Hundred No	DOLLARS CENTS	EA	7	\$11,200.00
87	5000	****	COK 10' CURB INLETS Three Thousand No	DOLLARS CENTS	EA	11	\$33,000.00

88	6000	****	16' LIGHT POLES KIM # PRA16-4188 Nine Hundred No	DOLLARS CENTS	EA	67	\$60,300.00
89	6000	****	LIGHT FIXTURES KIM #1A-CC17A-3-E35-60L-4K-240-BL-NFO One Thousand Five Hundred No	DOLLARS CENTS	EA	67	\$100,500.00
90	S044313	****	TRAILHEAD GATEWAY MONUMENT Five Thousand Two Hundred No	DOLLARS CENTS	EA	3	\$15,600.00
91	S057000	****	TRAILHEAD INFORMATIVE SIGNAGE Three Thousand No	DOLLARS CENTS	LS	1	\$3,000.00
92	S057000	****	WAYFINDING/DISTANCE MARKER SIGNAGE One Thousand Four Hundred No	DOLLARS CENTS	EA	6	\$8,400.00
93	S129300	****	BENCH (DUMAR, INC. SERIES 92-3AR OR EQUAL) Two Thousand Four Hundred No	DOLLARS CENTS	EA	5	\$12,000.00
94	S129300	****	BICYCLE RACKS (VICTOR STANLEY BRK-35 OR EQUAL) One Thousand One Hundred No	DOLLARS CENTS	EA	2	\$2,200.00
95	S129300	****	TRASH RECEPTABLE (DUMORE, INC, 87-2-FTO OR EQUAL) One Thousand Five Hundred No	DOLLARS CENTS	EA	4	\$6,000.00

TOTAL PROJECT BID \$7,826,151.27

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