



EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT  
September 2019

**Selected major activities since last report**

**Miles traveled: 899**

- 09/03-District Council Conference Call, Archery Practice, *22 students, 10 adults @ archery practice*
- 9/5-TAE-4HA District Meeting, District Program Development Committee meeting
- 9/5-Leadership & Life Class, agent presented a class on leadership and character. *5 students*
- 9/6-8-West Texas Fair, heifer show *10 heifer kids, 2 goat kids.*
  - Highlights-Champion Sr. Showmanship in Limousin, Champion Jr Showmanship in Brangus, Reserve Jr Division Brangus, Reserve Champion Overall Market Goat, Champion Heavy Weight Goat, Champion Medium Weight Goat
- 9/10-United Way Campaign presentation @ HEB
- 9/13-Program at Covenant Christian Academy, *Leadership, 4 students (Ennis)*
- 9/16-Agent attended the ECYE Show Committee Meeting
- 9/17-Program at Pettigrew Academy, *Trustworthiness, 17 students, 2 adults (Waxahachie)*
- 9/21-4-H Kick Off Night, saw over 140 people throughout the event
- 9/27-29-State Fair of Texas, Gilts, Sheep
  - 3 Gilts, 1 5<sup>th</sup> place student
  - 2 Sheep, 1 2<sup>nd</sup> place \*\*qualified for sale
- 4-H Club Meetings: *agent attended all club meetings*
  - Ennis 4-H *6 students, 6 adults (Ennis)*
  - Livestock 4-H *23 students, 15 adults (Waxahachie)*
  - All 4-Him 4-H, *22 students, 18 adults (Waxahachie)*
  - Shooting Sports 4-H, *19 students, 10 adults (Waxahachie)*
  - Silver Spurs, *13 students, 8 adults (Italy)*
  - J Bar C, *10 students, 7 adults (Palmer)*

**Educational Contacts**

**Educational Programming:**

Programs ..... 11  
Participants.....345

**Educational Contacts:**

Site Visits 4-H..... 10  
Telephone..... 678  
Office Visits..... 15  
E-mails.....352  
Newsletters/letters..... 336  
Faxes .....10

**Media Outreach:**

News Releases..... 0  
TV/Radio..... 0  
Website Hits..... 207

Social Media Contacts..... 59 posts on FB, 1931 follows (30,942 post reach, 1 ad), 48 on Instagram/Twitter (541 follows)

**Major plans for next month**

- State Sheep/Goat Validation
- State Fair of Texas
- Heart of Texas Fair
- Food Preservation Class
- 350 Benefit
- Spring Majors-Entry Days

Name: Megan Parr

Title: County Extension Agent 4-H

County: Ellis

Date:09/30/2018

**TEXAS A & M AgriLife Extension Service**  
 The Texas A&M University System  
**MONTHLY SCHEDULE OF TRAVEL**

**NAME:** Liz Espie

**TITLE:** County Extension Agent –  
 Family & Community Health

**COUNTY:** Ellis

**MONTH:** September 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
9/4	Lion's Club (Ennis)	40		
9/5	PDC Meeting (Waco)	134		
9/10	D8 Fall Planning Meeting (Stephenville)	184		
9/25	Cooking Well (Ennis)	20		
9/26	Health Fair (Ennis)	20		
9/26-9/27	Mental Health First Aid (College Station)	304		
	Total Miles	702		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 10/1/2019 Signed:

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT****Miles traveled: 702****Major activities since last report****September 2019**

- 9/3 TEAFCS WebEx Meeting-First meeting of new board, Agent is serving as President Elect on Executive Board and District Association Director. Meeting discussed plans for National meeting in Hershey, PA.
- 9/3 Fall Prevention and Balance Class (Waxahachie)- 1<sup>st</sup> class in series at Waxahachie Senior Center, class focused on introduction to series, and pre evaluation forms. Series lead by MWV's. **16 participants**
- 9/4 Noon Lions Club (Ennis)- Presented overview of Family and Community Health Programs and Better Living for Texans Programs, focused on nutrition and chronic disease prevention curriculum. **37 participants**
- 9/5 Program Development Committee Meeting (Waco)- Met with District 8 agents to review and plan district 4-H programs for the upcoming year. Reported on plans for district food contests in December.
- 9/10 District 8 Fall Program Planning Meeting (Stephenville)- Attended meeting with District 8 agents to review expectations for 2020 program plans.
- 9/10 Fall Prevention and Balance Class (Waxahachie)- 2<sup>nd</sup> class in series at Senior Center. Class focused on the internal contributors to falls and poor balance. **13 participants**
- 9/10 Food Show/Food Challenge Workshop and Project Leaders Meeting (Waxahachie)- Presented updates for food contests and provided project leaders guidelines for supervising projects. **11 participants**
- 9/12 District 8 Food Show/Food Challenge Committee WebEx Meeting- Lead meeting with District 8 agents to plan and organize food contests in December, next meeting scheduled for November 1.
- 9/14 Childcare Training (Waxahachie)- Provided clock hours for employees at Connect for Kids childcare center. Training focused on addressing behavioral problems and child development (physical, emotional, language). **6 participants**
- 9/17 Fall Prevention and Balance Class (Waxahachie)- 3<sup>rd</sup> class in series at Senior Center. Class focused on external contributors to poor balance and falls, including furniture placement. **18 attended**
- 9/21 Ellis County Preparedness Fair (Midlothian)- Presented booth representing Extension Office. Educational information focused on maintaining personal health during emergency and what to do after disaster or emergency. **600 reached**
- 9/21 Ellis County 4-H Kickoff- Had booth on Food and nutrition project. Used blender bicycle to have youth make their own salsa,
- 9/24 Master Wellness Volunteer Meeting (Waxahachie)- Held meeting to review previous programs and plan. This meeting focused on detailed plans and tasks for 2020 program plans. **2 participants**
- 9/24 Fall Prevention and Balance Class (Waxahachie)- 4<sup>th</sup> and final class in series and Senior Center. Class reviewed all previous information and wrap up evaluations. **22 participants**
- 9/25 Cooking Well for High Blood Pressure (Ennis)- Final class in series. Education focused on using herbs and spices to flavor foods instead of using excess salt. **5 participants**
- 9/26 Midlothian Senior Center Health Fair (Ennis)- Presented booth at health fair on Fall Prevention and Balance. Handouts from National Institute of Health to participants. **50 participants**
- 9/26-9/27 Mental Health First Aid Training (College Station)- Attended training on updates for MHFA program.

**Educational Programming**

Programs 11  
Participants 778

**Educational Contacts**

Telephone 64  
Office Visits 3  
E-Mails 113  
Newsletter/Letters 0

**Media Outreach:**

Website hits 189  
News Releases  
Facebook posts 8

**Major plans for next month**

10/5	Heart of Texas Food Challenge
10/10, 10/17,10/24	Food Contest Workshop
10/10	Electric Pressure Cooker Class
10/18	All 4-Him Club Presentation
10/14, 10/21,10/28	Do Well Be Well with Diabetes
10/24	Medication Management

**Liz Espie**

**Name**

**County Extension Agent – Family& Community Health**

**Title**

**Ellis**

**County**

**10/1/19**

**Date**

**TEXAS A&M AgriLife Extension Service**  
The Texas A&M University System  
**MONTHLY SCHEDULE OF TRAVEL**

NAME: Mark Arnold

TITLE: County Extension Agent –  
Ag/Natural Resources

COUNTY: Ellis

MONTH: September 2019

DATE	SCOPE AND DESCRIPTION OF OFFICIAL TRAVEL	MILES TRAVELED	AMOUNT	
			MEALS	LODGING
9/10	Waxahachie-Stephenville-Abilene-D8 Inservice Training/West Texas State Fair	198		
9/11	Abilene Area-West Texas State Fair Steer Show	12		
9/12	Abilene Area-West Texas State Fair Steer Show	10		
9/13	Abilene Area-West Texas State Fair steer Show	16		
9/14	Abilene-Waxahachie	192		
9/16	Waxahachie Area-ECYE Show Committee Meeting	6		
9/20	Waxahachie-Midlothian-Ennis Area-4-H Beef Project Visit	89		
9/22	Waxahachie-Tyler-Return-East Texas State Fair Steers	289		
9/24	Waxahachie Area-TDA Applicator	27		
9/26	Waxahachie Area-Beef Project Workshop	109		
9/30	Waxahachie-Dallas-Return-State Fair of Texas Steer Show	107		
		1055		

Other expenses in field (list)

I hereby certify this is a true and correct report of travel (mileage) and other expenses incurred by me in performance of my official duties for the month shown.

Date: 10/16/19 Signed:

Mark Arnold

**EXTENSION ACTIVITY REPORT TO COUNTY COMMISSIONERS COURT****Miles traveled: 1055****Selected major activities since last report****September 2019**

- 9/10 Agent attended District 8 In-Service Training in Stephenville. Topics covered included 2020 and Plan of Work Programs.
- 9/11-14 Agent assisted 4-H members, parents and leaders with 4-H beef projects at the West Texas State Fair in Abilene. 4-H members Elizabeth Norwood of Midlothian exhibited 1<sup>st</sup> and 2<sup>nd</sup> place steers.
- 9/16 Agent met with Ag Science Teachers, Show Officials and other volunteers to discuss plans for upcoming 2020 show to be held March 29 – April 4, 2020.
- 9/22 Agent assisted 4-H Beef Project members at East Texas State Fair. Numerous high placing animals were exhibited by Ellis County 4-H members including: Brayden Taylor, Ennis, Champion Simmental; Britney Licea, Midlothian, Champion Angus; Kinley Allen, Waxahachie, Champion ABC; Kristion Walker, Ennis, 1<sup>st</sup> Black Cross; Eric Smith, Ennis, 1<sup>st</sup> Shorthorn, 2<sup>nd</sup> ABC; Whitney Skrivonek, Ennis 4<sup>th</sup> ABC; Jonathon Volentine, Waxahachie, 1<sup>st</sup> Charolais; Aiden Mohundra, Ferris; Armilo Arizpe; Fabian Arizpe; Lori Arizpe; Rebecca Arizpe of Ennis.
- 9/24 Conducted monthly TDA Training for people needing to obtain a TDA Private Applicator License.
- 9/30 State Fair of Texas Jr. Market Animals through October 4, Ellis County 4-H member will exhibit 4 Market Steers and 20 prospect steers.

Home, Farm, Ranch and Office visits as needed and requested, phone, e-mail consultations as needed.

**Educational Programming**

Programs	11
Participants	321+

**Educational Contacts**

Site Visits 4-H	10
Site Visits Ag	6
Telephone	555
MG/MN Telephone	61
Office Visits	53
E-Mails	359
Newsletter/Letters	532
E-Gardening Newsletters	1605

**Media Outreach:**

Website hits	336
News Releases	3
Facebook posts	4
MG/MN new releases	4
MG/MN magazine	4
MG TV/Radio	4

**Major plans for next month**

- 10-1,2,3,4 -State Fair of Texas Jr. Market Show, Dallas
- 10-3,4,5,6 -Heart of Texas Fair Jr. Heifer Show, Waco
- 10-7 -State Fair of Texas Jr. Livestock Judging Contest, Dallas
- 10-8 -Ag Advisory Board Meeting for Ellis County Approval, Waxahachie  
-Program for Retired Federal Employees, Waxahachie
- 10-9,10,11,12,13 -State Fair of Texas Jr. Heifer Shows, Dallas
- 10-11,12,13 -Heart of Texas Jr. Steer Shows, Waco
- 10-16,17,18,19,20 -State Fair of Texas Jr. Heifer Shows, Dallas
- 10-16 -Ellis County Youth Expo Show Committee Meeting, Waxahachie
- 10-17 -New Landowner Educational Program, Waxahachie
- 10-19 -Ellis County Youth Expo “350” Benefit, Waxahachie
- 10-21 -District 8 Ag Agent In-Service Training, Glen Rose
- 10-22 -District Extension Administrator Commissioner’s Court Interpretation, Waxahachie  
-New Landowner Education Program, Waxahachie
- 10-24 -New Landowner Education Program, Waxahachie
- 10-24,25,26 -Ellis County Youth Expo Commercial Heifer Show and Sale, Waxahachie
- 10-29 -TDA Private Applicator Training, Waxahachie  
-New Landowner Education Program, Waxahachie
- 10-31 -Major Livestock Show Entry Sign-up Day, Waxahachie

**Mark Arnold**  
**Name**  
**County Extension Agent – Ag/Natural Resources**  
**Title**

**Ellis**  
**County**  
**10/16/19**  
**Date**

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# Trial Balance for Ellis County

From 10/16/2019 To 10/25/2019

Fund	Name	Opening Balance	Debit	Credit	Closing Balance
1	GENERAL FUND	29,143,423.81	1,026,377.18	2,946,552.59	27,223,248.40
2	ROAD IMPROVEMENT FUND	713,238.19	101.79	7.58	713,332.40
3	ROAD/BRIDGE PCT. 1	1,420,480.66	56,563.95	67,091.07	1,409,953.54
4	ROAD/BRIDGE PCT. 2	1,230,295.40	58,497.61	57,914.47	1,230,878.54
5	ROAD/BRIDGE PCT. 3	1,058,782.32	95,931.58	54,795.17	1,099,918.73
6	ROAD/BRIDGE PCT. 4	1,109,640.99	55,875.00	49,641.37	1,115,874.62
7	ADULT PROBATION	1,395,240.63	76,580.54	165,741.67	1,306,079.50
8	JUVENILE PROBATION	1,096,668.04	73,670.00	20,165.00	1,150,173.04
9	F/M PCT. 1	1,540,530.62	686.46	42,781.44	1,498,435.64
10	F/M PCT. 2	334,944.52	887.05	57,431.17	278,400.40
11	F/M PCT. 3	1,040,620.63	457.28	80,087.96	960,989.95
12	F/M PCT. 4	1,353,309.85	16,640.22	116,724.05	1,253,226.02
13	LATERAL ROAD PCT. 1	312,148.87	-	-	312,148.87
14	COUNTY & DISTRICT CT TECH	33,502.51	166.00	-	33,668.51
15	JUSTICE COURT TECHNOLOGY FUND	137,647.74	882.90	-	138,530.64
16	DC ARCHIVES RECORDS MANAGEMENT	141,115.31	460.00	-	141,575.31
17	JURY	127,018.32	552.99	2,569.92	125,001.39
18	PERMANENT IMPROVEMENT	405,890.54	720.77	421.62	406,189.69
19	LAW LIBRARY	50,708.94	4,978.48	28,637.08	27,050.34
20	TRUST AND AGENCY FUND	1,744,183.67	98,579.21	630,733.00	1,212,029.88
21	RECORDS MANAGEMENT	959,093.51	13,715.00	15,606.00	957,202.51
22	CC ARCHIVES RECORDS MANAGEMENT	2,114,018.22	13,590.00	-	2,127,608.22
23	ROW AVAILABLE	274,244.57	-	-	274,244.57
24	FIRE MARSHAL SPECIAL FUND	103,345.68	1,801.78	403.03	104,744.43
25	RIGHT OF WAY 2008	3,203.95	-	-	3,203.95
26	DISTRICT COURT RECORDS TECH	170,410.71	910.00	-	171,320.71
27	ROAD DISTRICT 1	1,259,499.44	-	-	1,259,499.44
28	ROAD DISTRICT 5	70,904.07	-	-	70,904.07
29	ROAD DISTRICT 16	195,257.47	-	-	195,257.47
30	CHECK PROCESSING FEE AC	189,109.63	294.29	973.65	188,430.27
31	DRUG FORFEITURE FUND	166,601.22	206.61	1,620.00	165,187.83
32	GEN RECORD MANAGE/PRESE	458,903.73	3,208.00	-	462,111.73
33	COURTHOUSE SECURITY FUN	52,046.45	3,106.90	-	55,153.35
34	COURT REC. PRESERVATION 51.708	96,739.50	330.00	-	97,069.50
36	ELECTIONS ADMIN FEES	30,722.66	960.00	-	31,682.66
37	SERIES 1993 INTEREST &	53,272.18	-	-	53,272.18
38	SERIES 07 INTEREST & SINKING	3,739,473.36	2,688.14	-	3,742,161.50
40	SERIES 07 BOND PROJECT	4,980,231.87	-	-	4,980,231.87
42	SHERIFF FEDERAL DRUG FORFEITUR	295,861.67	-	551.94	295,309.73
45	ELLIS CO COMM CORRECTIONS	(117,751.43)	3,734.86	14,832.42	(128,848.99)
46	SHERIFF SEIZURE FUND	325,691.49	-	-	325,691.49
47	SHERIFF DRUG FORFEITURE	136,566.05	619.83	-	137,185.88
48	DISTRICT ATTY DRUG SEIZ	195,617.49	-	826.44	194,791.05
49	JUVENILE COMMUNITY CORR	(396,085.24)	-	-	(396,085.24)
50	CIVIL SUPERVISION FEES	72,767.91	-	-	72,767.91
52	JUVENILE ACCOUNTABILITY I BL	752.29	-	-	752.29
56	CONSTABLE PCT #2 FORFEITURE	172.14	-	-	172.14
57	CONSTABLE PCT #1 FORFEITURE	181.28	-	-	181.28
59	LAW ENFORCEMENT BLOCK GRANT	12.81	-	-	12.81
65	ADULT PROBATION	11,365.23	855.14	3,483.94	8,736.43
72	ELLIS COUNTY LEVEE #2	389,649.93	-	-	389,649.93
73	ELLIS COUNTY LEVEE #3	295,844.70	-	-	295,844.70
74	ELLIS COUNTY LEVEE #4	7,452.49	-	-	7,452.49
97	AP CLEARING ACCOUNT	-	-	-	-
<b>Totals:</b>		<b>60,524,568.59</b>	<b>1,614,629.56</b>	<b>4,359,592.58</b>	<b>57,779,605.57</b>

F2

RECEIVED

ELLIS COUNTY BUDGET

2018/2019 LINE ITEM ADJUSTMENT

OCT 10 2019

Budget Amendment

ELLIS COUNTY AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2018/2019 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-407190	Chapter 19 Funding <i>FY 18/19</i>	(\$509.95)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508000	Chapter 19 Expenses <i>FY 18/19</i>	\$509.95

*J. Jay*  
Signature of Department Head

*10-9-19*  
Date Signed

*Elections*  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018/2019

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

*Kuwil*

F3



# ELLIS COUNTY BUDGET AMENDMENT

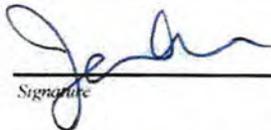
FISCAL YEAR 2019/2020

**\*\*Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.\*\***

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will  INCREASE/  DECREASE the 2019/2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-409640	Contracting Election	\$ 22,500.00
	<b>TOTAL:</b>	\$ 22,500.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0210-508480	Holding Salary	\$ 13,000.00
001-0210-509420	Election Expenses	\$ 9,500.00
	<b>TOTAL:</b>	\$ 22,500.00



10/29/19

Elections

Signature

Date

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ COUNTY JUDGE

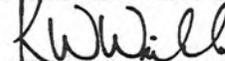
\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE:



F4



# ELLIS COUNTY BUDGET AMENDMENT

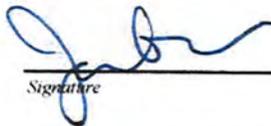
FISCAL YEAR 2019/2020

**\*\*Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.\*\***

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will  INCREASE/  DECREASE the 2019/2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
036-0936-409660	Election Admin Fees	\$ 2,500.00
	<b>TOTAL:</b>	\$ 2,500.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
036-0936-508070	Election Admin Fees	\$ 2,500.00
	<b>TOTAL:</b>	\$ 2,500.00



10/29/2019

Elections

Signature

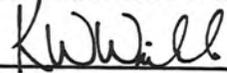
Date

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

- \_\_\_\_\_ COUNTY JUDGE
- \_\_\_\_\_ COMMISSIONER PCT. 1
- \_\_\_\_\_ COMMISSIONER PCT. 2
- \_\_\_\_\_ COMMISSIONER PCT. 3
- \_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

F5



# ELLIS COUNTY BUDGET AMENDMENT

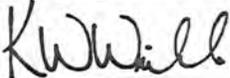
FISCAL YEAR 2019/2020

**\*\*Pursuant to Texas Local Government Code §111.010, §111.0105, §111.0106, §111.0107, §111.0108, or §111.011, Commissioner's Court may amend the adopted budget if certain criteria is met.\*\***

I am requesting that the Ellis County Commissioners' Court make necessary amendments to the Adopted Budget. The following amendments will  INCREASE/  DECREASE the 2019/2020 Budget

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-303020	LESS: FUND BUDGETED	\$ 27,168.00
	<b>TOTAL:</b>	\$ 27,168.00

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-508200	LEOSE TRAINING	\$ 11,469.00
001-0360-508200	LEOSE TRAINING	\$ 2,341.00
001-0611-508200	LEOSE TRAINING	\$ 6,513.00
001-0612-508200	LEOSE TRAINING	\$ 3,625.00
001-0613-508200	LEOSE TRAINING	\$ 830.00
001-0614-508200	LEOSE TRAINING	\$ 2,390.00
	<b>TOTAL:</b>	\$ 27,168.00


10/29/2019
ESCO, D.A., & Constables

Signature
Date
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS BUDGET AMENDMENT IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

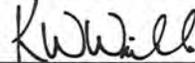
\_\_\_\_\_ COUNTY JUDGE

\_\_\_\_\_ COMMISSIONER PCT. 1

\_\_\_\_\_ COMMISSIONER PCT. 2

\_\_\_\_\_ COMMISSIONER PCT. 3

\_\_\_\_\_ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 

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ELLIS COUNTY BUDGET  
2019/2020 ~~LINE ITEM ADJUSTMENT~~  
Budget Amendment

RECEIVED

OCT 25 2019

ELLIS COUNTY  
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019/2020 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0010-400030	Misc Revenues	\$ (250.00)

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0070-508010	Supplies	\$ 250.00

  
Signature of Department Head

10/25/19  
Date Signed

Veterans Services  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019/2020

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:



F7

RECEIVED

OCT 29 2019

ELLIS COUNTY  
AUDITOR

ELLIS COUNTY BUDGET  
2019/2020 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2019/2020 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508070-00000-000	FM2 GENERAL EXPENSES	\$14,000.00

POSTED  
PCT2  
COMPUTER

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-508020-00000-000	FM2 EQUIPMENT	\$14,000.00

POSTED  
PCT2  
COMPUTER

Signature of Department Head

10.29.19

Date Signed

Ellis Co. Commissioner, Pct. 2  
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019/2020

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:



**RFB 2019-003**

**Emulsified Asphalts**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates**

**December 19, 2019 – December 18, 2020**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Wright Asphalt Products Co.**

Date 10/21/2019

Authorized Representative Susan Hinton, Contracts Admin

Date \_\_\_\_\_

Todd Little, County Judge

Date \_\_\_\_\_

County Clerk, Attest



**RFB 2019-003**

**Emulsified Asphalts**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates  
December 19, 2019 – December 18, 2020**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Cleveland Asphalt Products, Inc.**

*Christina Moore* Date 10/21/2019  
Authorized Representative

\_\_\_\_\_ Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_ Date \_\_\_\_\_  
County Clerk, Attest



**RFB 2019-003**

**Emulsified Asphalts**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates**

**December 19, 2019 – December 18, 2020**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Ergon Asphalts & Emulsions, Inc.**

David Stroud Date 10/25/2019  
Authorized Representative, DAVID STROUD

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

2.4



**RFB 2019-002**

**Road Materials**

**Will be expiring on January 1, 2020**

**Renewal Effective Dates**

**January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

TexasBit Chris Michael Date 10-28-19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

2.5



**RFB 2019-002**

**Road Materials**

**Will be expiring on January 1, 2020**

**Renewal Effective Dates**

**January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

JLB Contracting, LLC / TEXAS BIT Date 10/28/19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

2.6



**RFB 2019-002**

**Road Materials**

**Will be expiring on January 1, 2020**

**Renewal Effective Dates**

**January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Rattler Rock, Inc.**

Charles L. Davis II Date 10-26-19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest



RFB 2019-002

Road Materials

Will be expiring on January 1, 2020

Renewal Effective Dates  
January 2, 2020 through January 1, 2021

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

Road Rescue Asphalt Patch

[Signature] CEO Date 9/25/19  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

2.8



**RFB 2019-002**

**Road Materials**

**Will be expiring on January 1, 2020**

**Renewal Effective Dates**

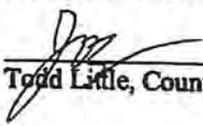
**January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Big City Crushed Concrete**

\_\_\_\_\_ Date \_\_\_\_\_  
Authorized Representative

 \_\_\_\_\_ Date 10/25/19  
Todd Little, County Judge

\_\_\_\_\_ Date \_\_\_\_\_  
County Clerk, Attest

2.9



**RFB 2019-002**

**Road Materials**

**Will be expiring on January 1, 2020**

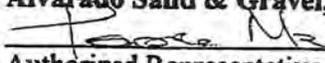
**Renewal Effective Dates**

**January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to kim.davis@co.ellis.tx.us or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Alvarado Sand & Gravel, LLC**

 Date 10/25/2019  
Authorized Representative

\_\_\_\_\_  
Date \_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Date \_\_\_\_\_  
County Clerk, Attest

2.10



**RFB 2019-002**

**Road Materials**

**Will be expiring on January 1, 2020**

**Renewal Effective Dates**

**January 2, 2020 through January 1, 2021**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [kim.davis@co.ellis.tx.us](mailto:kim.davis@co.ellis.tx.us) or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Martin Marietta Materials, Inc**

*[Signature]* Date 10/28/2019  
Authorized Representative

\_\_\_\_\_  
Todd Little, County Judge Date \_\_\_\_\_

\_\_\_\_\_  
County Clerk, Attest Date \_\_\_\_\_

2.11



**RFP 2019-001**

**Hauling Road Materials**

**Will be expiring on December 18, 2019**

**Renewal Effective Dates**

**December 19, 2019 – December 18, 2020**

This bid contained an option for renewal. If you agree to this renewal option, please sign this form and email back to [purchasing@co.ellis.tx.us](mailto:purchasing@co.ellis.tx.us) or fax to 972-825-5119.

If you have any questions, please feel free to contact Purchasing Agent at 972-825-5117.

**Alvarado Sand & Gravel, LLC**

Date

8/12/19

Authorized Representative

Date

Todd Little, County Judge

Date

County Clerk, Attest

2.12



**COUNTY OF ELLIS**  
**Purchasing Department**

*E.J. Harbin, Purchasing Agent*  
101 W. Main Street, Suite 203  
Waxahachie, Texas 75165  
972-825-5117

---

**Bid No. 2019-016**

**Contract for Flex Base, Type A, Grade 1-2 Combination Mix**

**Bid Submissions due by:**  
**10:00 a.m., Monday, October 28, 2019**

**Respondent Name:** Alvarado Sand and Gravel, LLC

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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

## Bid Instructions

1. Sealed bids will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165 after the time and date proposals are due.
2. Carefully read all portions of the proposal.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All bids must be sealed when returned to Ellis County Purchasing.
6. Bid number must be noted on the outside of sealed return envelope.
7. Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Proposal except for questions concerning the Proposal by Respondent directed through the Ellis County Purchasing Agent by email via PublicPurchase.com. Failure to comply with this guideline will result in immediate disqualification from the proposal process.
8. Late bids will not be accepted and will be returned unopened. Bid number must be placed on outside of return envelope. Contract page must be signed, failure to do so could result in disqualification.
9. **Respondents must return two (2) original sets and one (1) copy on USB Flash Drive with signatures of sealed proposals to:**  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. All questions must be submitted in writing to Ellis County Purchasing via PublicPurchase.com five (5) business days prior to bid opening, unless otherwise stated.
11. All documents relating to this proposal, including but not limited to, the proposal document, questions and their answers, addenda and special notices will be posted under the Proposal number on the Ellis County website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the proposal due date.
12. The term bid or proposal shall be used interchangeably throughout this document.

## Standard Terms & Conditions

Ellis County is requesting sealed bids for Flex Base, Type A, Grade 1-2 Combination Mix. All proposals must be submitted on the attached bid forms. Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document.

**By returning this bid with price(s) quoted, Respondents certify and agree to the following:**

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
  - B. name and address of receiving department;
  - C. Ellis County, Texas purchase order number;
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of

detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.

10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award may be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance:
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
  2. Experience, qualifications and quality of the Respondent's services
  3. Reputation of Respondent
  4. Any relevant criteria specifically listed in the bid
  5. Cost to the County
  6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
  7. Vendor's past performance record with Ellis County
  8. Vendor's safety record
  9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

**\*See proposal specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Billing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services

delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.

12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.

19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.
22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in proposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the requirements listed below or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required

by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

**30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.**

**30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.**

**30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.**

**(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.**

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate

based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.

32. Respondents must provide the following information as part of this submission:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
  - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
  - B. Proposals containing irregularities.
  - C. Unbalanced value of items.
34. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
  - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
  - C. The Respondent being interested in any litigation against the County.

- D. The Respondent being in arrears on any existing contract of having defaulted on a previous contract.
  - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
  - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.
36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, *closed from 12:00 p.m. to 1:00p.m. for lunch*. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. **Certification of Eligibility:** This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and

fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

42. **Conflict of Interest:** No Public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
43. **Disclosure of Certain Relationship:** Chapter 176 of the Texas Local Government Code required that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Ellis County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Ellis County Clerk's Office located at 109 S. Jackson St., Waxahachie, TX 75165.

44. **Prohibition of Contract with Certain Companies:** Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Ellis County that it is not on any such list.
45. **Chapter 2270 Verification:** Ellis County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.
46. **Debarment:** Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between Page 5 of 10 the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Ellis County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

47. **Historically Underutilized Business (Hub) Contracting:**
1. The goal of Ellis County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
  2. Ellis County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
  3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
    - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
    - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and Page 6 of 10 the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.
48. **Contract Terms:** Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County's option and approval by the Respondent(s), the contract shall be automatically renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
49. **Cooperative Purchasing:** Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

50. **Price Redetermination:** If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms, but shall remain firm for the entire redetermination period.
51. **Non-Performance:** Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

### **Insurance Requirements**

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
  2. Employer's liability - \$500,000
  3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
    - b. Property Damage - \$1,000,000 aggregate
  4. Automobile liability
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
    - b. Property damage - \$100,000 each occurrence
  5. Contractual liability - same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165

# Respondent Forms Section

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**Bid Sheet**  
**Crushed Limestone**  
**Flex Base, Type A, Grade 1-2 Combination Mix**  
**TxDOT Item 247 Crushed Limestone Specification**

**PRICE PER TON – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN
\$ <u>19.25</u>	\$ <u>19.50</u>	\$ <u>17.00</u>	\$ <u>15.50</u>	\$ <u>16.25</u>

**PRICE PER YARD – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN
\$ _____	\$ _____	\$ <u>N/A</u>	\$ _____	\$ _____

**PRICE PER TON PICKED UP AT PLANT**

\$ 6.00 Per Ton

**PRICE PER YARD PICKED UP**

\$ N/A Per Yard

**ADDITIONAL DELIVERY CHARGE PER MILE TO LOCATION**

\$ 5.95 per mile

The TxDOT Item numbers are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. – 2014 Edition.

### Submission Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

- Individual:   
Partnership:   
Corporation:   
Women or Minority Owned:   
Non-Profit:

2. Name of Owner: Pedro Martinez

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

- Yes:   
No:

Insurance Broker Name: Cline Wood

Phone: 913-451-3900 Fax: 877-451-3925

4. Are there claims pending against this insurance policy?

- Yes:   
No:

If yes, describe: \_\_\_\_\_

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

- Yes:   
No:

If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

- Yes:   
No:

7. Has respondent been disqualified by any public agency from participation in public contracts?

- Yes:   
No:

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: \_\_\_\_\_  
 No:

9. Is the Respondent licensed for doing business in Texas?

Yes:   
 No: \_\_\_\_\_

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes:   
 No: \_\_\_\_\_

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

Respondent Name	Pedro Martinez	Authorized Signature	
Respondent Address	4872 SI 35 W Alvarado, TX	Printed Name	Pedro Martinez
County, State, Zip	Johnson. TX 76009	Title	Owner
Phone	817-938-5001	Date	10/22/2019
Fax		Email	pedro@alvarado sund.com

## Respondent Information Form

(Type or print legibly)

Firm/Respondent:

By: Pedro Martinez Authorized Agent  
owner Title

Address: Street address and/or P.O. Box

Address: 4372 S I 35 W Alvarado TX 76009  
City/State Zip code

Phone: 817-938-5001 Fax: \_\_\_\_\_ Email: pedro@alvaradosund.com

Project Contact:

Phone: 817-938-5001 Fax: \_\_\_\_\_ Email: pedro@alvaradosund.com

### References

List agencies where these services have been provided within the past two (2) years:

- Agency: AMS  
Address: PO Box 136 Cleburne, TX 76033 Phone#: 817-308-6442  
Contact person: Jackie Dodey Title: Manager
- Agency: Ash Grove  
Address: 900 Bifco Rd. Midlothian TX Phone#: 972-723-7280  
Contact person: Sean Harris Title: Manager
- Agency: Ellis County  
Address: 101 West Main Ste 203 Wakahatche Phone#: 972-825-5330  
Contact person: Kim Davis Title: Purchasing

## Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

### 1. Personal Conflicts of Interest

- a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes" please describe the nature of the relationship.

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- c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

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### 2. Respondent or Business Conflicts of Interest

- a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

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- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No

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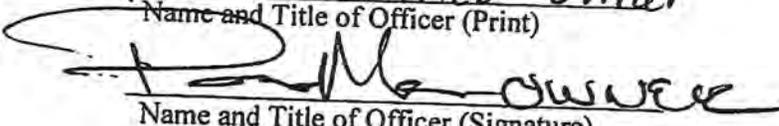
**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

Pedro Martinez

Name of Respondent

Pedro Martinez - Owner

Name and Title of Officer (Print)

 Owner

Name and Title of Officer (Signature)

## Proposal Signature Form

The undersigned agrees this proposal becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this proposal package.

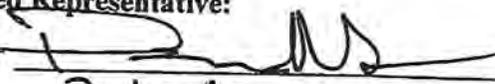
The information provided in this bid, in response to Ellis County, Texas' Request for Bid 2019-016 (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.

**Name and address of respondent:**

Name: Alvarado Sand and Gravel, LLC

Address: 4372 SI 35W Alvarado TX 76009

**Authorized Representative:**

Signature: 

Printed name: Pedro Martinez

Title: Owner

## Minority and Women Business Enterprises (MWBE) Form

Prior to an award, all Respondents will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as sub-respondents/sub-consultants.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-proposal/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the Respondent effectively used the services of available community organizations, Respondent's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

List each MWBE business that you plan to use on this initiative.

Name of MBW/WBE	NCTRCA* Cert. #	Phone #	S/M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	N/A	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

No MBE/WBE's Added: Please Explain:

\_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## CONTRACT

**STATE OF TEXAS}**  
**COUNTY OF ELLIS}**

Agenda Item# \_\_\_\_\_  
Date: \_\_\_\_\_

**WHEREAS**, The proposal package **Bid No. 2019-016** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to \_\_\_\_\_, for Flexible Road Base Materials in quantities and at prices as set forth in the proposal package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with proposal package **Bid No 2019-016** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

### **Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

### **Prior Agreements Superseded**

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

**Signatures**

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

**Date signed:** \_\_\_\_\_

**VENDOR**

By:   
Authorized Agent

**ELLIS COUNTY**

By: \_\_\_\_\_  
Todd Little, County Judge  
Ellis County, Texas

**Attest:**

\_\_\_\_\_  
Ellis County Clerk

## Certificate of Interested Parties (Form 1295)

In 2016, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. Within ten (10) business days from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 must be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

\*By signing on the "compliance page", your firm agrees to adhere to HB 1295 referenced above.

## Compliance with Federal and State Laws

### Certification of Eligibility

By submitting a bid or proposal in response to this solicitation, the Respondent/Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

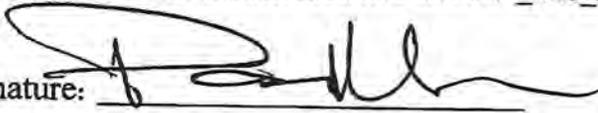
In the event of placement on the list between the time of proposal/proposal submission and time of award, the respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### Disclosure of Interested Parties

By submitting a proposal or proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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

A handwritten signature in black ink, appearing to be "J. R. [unclear]", written over a horizontal line.

\*This form must be signed. The original with original signature and one (1) copy must be returned with proposal.

## Item 247

### Flexible Base



#### 1. DESCRIPTION

Construct a foundation course composed of flexible base.

#### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1  
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 <sup>2</sup>	Grade 5
Sampling	<u>Tex-400-A</u>				
Master gradation sieve size (cumulative % retained)	<u>Tex-110-E</u>			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40	65-90	50-85	70-90		
Liquid Limit, % Max	<u>Tex-104-E</u>	40	40	As shown on the plans	35
Plasticity Index, Max <sup>1</sup>	<u>Tex-106-E</u>	10	12	As shown on the plans	10
Plasticity index, Min <sup>1</sup>		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	<u>Tex-116-E</u>	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	<u>Tex-117-E</u>			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
  - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
  - the final product, blended, will be subject to the requirements in Table 1, and
  - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

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### 3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

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### 4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within  $\pm 2$  percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

- 4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

- 4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

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## 5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. Ton. By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

# 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.

Alvarado Sand and Gravel LLC

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.

\_\_\_\_\_  
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.

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

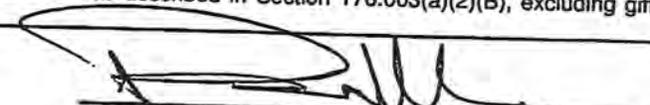
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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.

Sand and gravel hauling

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   
Signature of vendor doing business with the governmental entity

10/22/19  
Date

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*  
(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

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

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

(i) a contract between the local governmental entity and vendor has been executed; or

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**HB 89 Form**

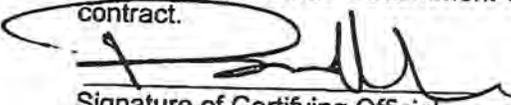
Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Vendor:**

"I, Pedro Martinez (Name of certifying official), the Owner (title or position of certifying official) of ASG, LLC (name of company), does hereby verify on behalf of said company to the County that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

  
Signature of Certifying Official

Title: Owner

Date: 10/22/19

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, Pedro Martinez, the undersigned representative of Alvarado Sand and Gravel, LLC (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Ellis County Purchasing Department.

Pedro Martinez

Name of Company Representative (Print)

  
Signature of Company Representative

10/22/19  
Date

**THE COUNTY OF ELLIS, TEXAS  
C/O PURCHASING AGENT OF ELLIS COUNTY  
101 West Main Street, Suite 203  
Waxahachie, TX 75165**

**“SEALED BID”**

**"Bid No. 2019-016"  
Contract for Flex Base, Type A, Grade 1-2  
Combination Mix**

**Bid Date: October 28, 2019  
Bid Time: 10:00 AM**

**Respectfully Submitted by:**

**JK Excavation Trucking, LLC  
P.O. Box 886  
Italy, TX 76651**



**COUNTY OF ELLIS**  
***Purchasing Department***

*E.J. Harbin, Purchasing Agent*  
101 W. Main Street, Suite 203  
Waxahachie, Texas 75165  
972-825-5117

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**Bid No. 2019-016**

**Contract for Flex Base, Type A, Grade 1-2 Combination Mix**

**Bid Submissions due by:**  
**10:00 a.m., Monday, October 28, 2019**

**Respondent Name:** J+K Excavation

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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

## Bid Instructions

1. Sealed bids will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165 after the time and date proposals are due.
2. Carefully read all portions of the proposal.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All bids must be sealed when returned to Ellis County Purchasing.
6. Bid number must be noted on the outside of sealed return envelope.
7. Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Proposal except for questions concerning the Proposal by Respondent directed through the Ellis County Purchasing Agent by email via PublicPurchase.com. Failure to comply with this guideline will result in immediate disqualification from the proposal process.
8. Late bids will not be accepted and will be returned unopened. Bid number must be placed on outside of return envelope. Contract page must be signed. failure to do so could result in disqualification.
9. **Respondents must return two (2) original sets and one (1) copy on USB Flash Drive with signatures of sealed proposals to:**  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. All questions must be submitted in writing to Ellis County Purchasing via PublicPurchase.com five (5) business days prior to bid opening, unless otherwise stated.
11. All documents relating to this proposal, including but not limited to, the proposal document, questions and their answers, addenda and special notices will be posted under the Proposal number on the Ellis County website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the proposal due date.
12. The term bid or proposal shall be used interchangeably throughout this document.

## Standard Terms & Conditions

Ellis County is requesting sealed bids for Flex Base, Type A, Grade 1-2 Combination Mix. All proposals must be submitted on the attached bid forms. Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document.

**By returning this bid with price(s) quoted, Respondents certify and agree to the following:**

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
  - B. name and address of receiving department;
  - C. Ellis County, Texas purchase order number;
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of

detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.

10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award may be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance:
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
  2. Experience, qualifications and quality of the Respondent's services
  3. Reputation of Respondent
  4. Any relevant criteria specifically listed in the bid
  5. Cost to the County
  6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
  7. Vendor's past performance record with Ellis County
  8. Vendor's safety record
  9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

**\*See proposal specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Billing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services

delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.

12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.

19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.
22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the requirements listed below or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required

by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

**30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.**

**30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.**

**30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.**

**(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.**

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate

based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.

32. Respondents must provide the following information as part of this submission:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
  - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
  - B. Proposals containing irregularities.
  - C. Unbalanced value of items.
34. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
  - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
  - C. The Respondent being interested in any litigation against the County.

- D. The Respondent being in arrears on any existing contract of having defaulted on a previous contract.
  - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
  - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.
36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, *closed from 12:00 p.m. to 1:00p.m. for lunch*. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. **Certification of Eligibility:** This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and

fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

42. **Conflict of Interest:** No Public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
43. **Disclosure of Certain Relationship:** Chapter 176 of the Texas Local Government Code required that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Ellis County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>  
  
By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Ellis County Clerk's Office located at 109 S. Jackson St., Waxahachie, TX 75165.
44. **Prohibition of Contract with Certain Companies:** Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Ellis County that it is not on any such list.
45. **Chapter 2270 Verification:** Ellis County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.
46. **Debarment:** Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between Page 5 of 10 the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Ellis County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

47. **Historically Underutilized Business (Hub) Contracting:**
1. The goal of Ellis County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
  2. Ellis County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
  3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
    - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
    - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and Page 6 of 10 the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.
48. **Contract Terms:** Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County's option and approval by the Respondent(s), the contract shall be automatically renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
49. **Cooperative Purchasing:** Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

50. **Price Redetermination:** If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms, but shall remain firm for the entire redetermination period.
51. **Non-Performance:** Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

### **Insurance Requirements**

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
  1. Workers' Compensation – statutory (see TWCC rule 110.110)
  2. Employer's liability - \$500,000
  3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
    - b. Property Damage - \$1,000,000 aggregate
  4. Automobile liability
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
    - b. Property damage - \$100,000 each occurrence
  5. Contractual liability - same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
  1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165

2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
3. All copies of the certificates of insurance shall reference the project name and proposal number for which the insurance is being supplied.
4. The respondent agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
6. Each insurance policy to be furnished by successful offerer shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

# Respondent Forms Section

(Left Blank Intentionally)

**JK Excavation Trucking, LLC**  
**BID**

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**Bid Sheet**  
**Crushed Limestone**  
**Flex Base, Type A, Grade 1-2 Combination Mix**  
**TxDOT Item 247 Crushed Limestone Specification**

**PRICE PER TON – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN

\$ 12.00    \$ 12.00    \$ 12.00    \$ 12.00    \$ 12.00

**PRICE PER YARD – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN

\$ 17.00    \$ 16.00    \$ 18.00    \$ 18.00    \$ 16.00

**PRICE PER TON PICKED UP AT PLANT**

\$ \_\_\_\_\_ Per Ton

**PRICE PER YARD PICKED UP**

\$ \_\_\_\_\_ Per Yard

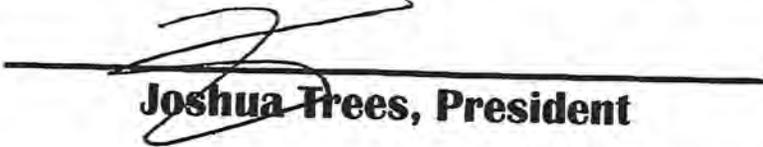
**ADDITIONAL DELIVERY CHARGE PER MILE TO LOCATION**

\$ \_\_\_\_\_ per mile

The TxDOT Item numbers are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. – 2014 Edition.

**ADDENDUM TO BID**

**4 Hour Minimum for Hauling of Material  
Ellis County Will Be Charged at a  
Rate of \$85.00 an Hour for 4 Hours**

  
**Joshua Trees, President**

### Submission Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

- Individual:   
Partnership:   
Corporation:   
Women or Minority Owned:   
Non-Profit:

2. Name of Owner: J & K Excavation

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?  
Yes:   
No:

Insurance Broker Name: Federated Insurance

Phone: 936-615-2827 Fax: 507-440-4664

4. Are there claims pending against this insurance policy?

- Yes:   
No:   
If yes, describe: \_\_\_\_\_

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

- Yes:   
No:   
If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

- Yes:   
No:

7. Has respondent been disqualified by any public agency from participation in public contracts?

- Yes:   
No:

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes: \_\_\_\_\_  
 No:   /  

9. Is the Respondent licensed for doing business in Texas?

Yes: \_\_\_\_\_  
 No:   /  

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes:   /    
 No: \_\_\_\_\_

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

Respondent Name	Joshua Trees JK Excavation Trucking	Authorized Signature	
Respondent Address	PO Box 886	Printed Name	Joshua Trees
County, State, Zip	Ellis Daly TX 76051	Title	President
Phone	972923 2250	Date	10/28/19
Fax	972923 2256	Email	jkexcavation@yahoo.com

# Respondent Information Form

(Type or print legibly)

Firm/Respondent: JK Excavation Trucking

By: [Signature] Authorized Agent  
Title

Address: Street address and/or P.O. Box  
Address: PO BOX 886 Italy TX 76651  
City/State Zip code

Phone: 972 923 2250 Fax: 972 923 2256 Email: jkexcavation@yahoo.com

Project Contact:  
Phone: 214 913 0329 Fax: 972 923 2256 Email: jkexcavation@yahoo.com

## References

List agencies where these services have been provided within the past two (2) years:

- Agency: Ellis County  
Address: 109 Jackson Street Phone#: 972 880 0756  
Contact person: Joe White Title: engineer
- Agency: City Waxahatchie  
Address: PO Box 757 Phone#: 214 912 6409  
Contact person: Sam Robinson Title: City Inspector
- Agency: Diabak  
Address: 400 Mushroom Phone#: 972 937 1816  
Contact person: Phyllis Title: Sec. TPA

## Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

### 1. Personal Conflicts of Interest

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes" please describe the nature of the relationship.

---

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c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

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### 2. Respondent or Business Conflicts of Interest

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

---

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c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

---

---

d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

---

---

e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No

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**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

JK Evaluation Trucking  
Name of Respondent

Joshua Trees, President  
Name and Title of Officer (Print)

[Signature]  
Name and Title of Officer (Signature)

### Proposal Signature Form

The undersigned agrees this proposal becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this proposal package.

The information provided in this bid, in response to Ellis County, Texas' Request for Bid 2019-016 (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.

**Name and address of respondent:**

Name:

JK Excavation Trucking

Address:

PO Box 886, Italy TX 76651

**Authorized Representative:**

Signature:



Printed name:

Joshua Trees

Title:

President

## Minority and Women Business Enterprises (MWBE) Form

Prior to an award, all Respondents will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as sub-respondents/sub-consultants.

Fulfillment of the "good faith effort" can be accomplished by:

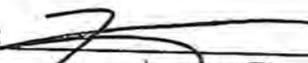
1. Attendance of pre-proposal/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the Respondent effectively used the services of available community organizations, Respondent's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

List each MWBE business that you plan to use on this initiative.

Name of MBW/WBE	NCTRCA* Cert. #	Phone #	S/M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

No MBE/WBE's Added: Please Explain:

\_\_\_\_\_

Signature:  Date: 10/28/19

Printed Name: Joshua Treps

## CONTRACT

STATE OF TEXAS)  
COUNTY OF ELLIS)

Agenda Item# \_\_\_\_\_

Date: \_\_\_\_\_

WHEREAS, The proposal package **Bid No. 2019-016** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to JK Excavation Trucking, for Flexible Road Base Materials in quantities and at prices as set forth in the proposal package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package **Bid No 2019-016** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

### Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

### Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

**Signatures**

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: \_\_\_\_\_

**VENDOR**

**ELLIS COUNTY**

By:  \_\_\_\_\_  
Authorized Agent

By: \_\_\_\_\_  
Todd Little, County Judge  
Ellis County, Texas

**Attest:**

\_\_\_\_\_  
Ellis County Clerk

## Certificate of Interested Parties (Form 1295)

In 2016, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 **must** be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

\*By signing on the "compliance page", your firm agrees to adhere to HB 1295 referenced above.

## **Compliance with Federal and State Laws**

### **Certification of Eligibility**

By submitting a bid or proposal in response to this solicitation, the Respondent/Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

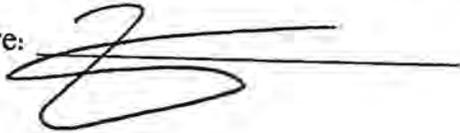
In the event of placement on the list between the time of proposal/proposal submission and time of award, the respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### **Disclosure of Interested Parties**

By submitting a proposal or proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

Signature:

A handwritten signature in black ink, consisting of a stylized, cursive 'J' followed by a horizontal line extending to the right.

\*This form must be signed. The original with original signature and one (1) copy must be returned with proposal.

# Item 247

## Flexible Base



### 1. DESCRIPTION

Construct a foundation course composed of flexible base.

### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1  
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 <sup>2</sup>	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40		65-90	50-85	70-90	
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max <sup>1</sup>	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min <sup>1</sup>		As shown on the plans			
Wet ball mill, % Max	Tex-116-E	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity Index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
  - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
  - the final product, blended, will be subject to the requirements in Table 1, and
  - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.
- Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

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### 3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

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### 4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within  $\pm 2$  percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or light-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curling.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi. sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

## 5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard In Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard In Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard In Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

# 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.  
 JK Excavation@yahoo.com

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.  
 \_\_\_\_\_  
 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.

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.

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  
 Signature of vendor doing business with the governmental entity: \_\_\_\_\_  
 Date: 10-28-19

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*  
(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Vendor:**

"I, Joshua Trees (Name of certifying official), the President (title or position of certifying official) of JK Excavation Trucking (name of company), does hereby verify on behalf of said company to the County that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

[Signature]  
Signature of Certifying Official

Title: President

Date: 02/28/19

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, Joshua Trees, the undersigned representative of JK Excavation Trucking (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Ellis County Purchasing Department.

Joshua Trees  
Name of Company Representative (Print)

[Signature]  
Signature of Company Representative

10/28/19  
Date

**JK Excavation Trucking, LLC**  
**COMPANY INFORMATION**

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**Name of Firm:** JK Excavation Trucking, LLC  
**Mailing Address:** P.O. Box 886, Italy, TX 76651  
**Address of Physical Address:** 3537 S. Hwy. 287, Waxahachie, TX 75165  
**Phone Number:** 972-923-2250  
**Fax Number:** 972-923-2256  
**Email Address:** jkexcavation@yahoo.com  
**Date/Year Company Incorporated:** April 1, 2011  
**President/Owner:** Joshua Trees, President, Owner  
214-289-0329  
**Bank References:** Interbank - Vintage Bank  
Pam Underwood  
300 Hwy. 77 North  
Waxahachie, TX 75165  
972-935-5200  
**Insurance:** Federated Insurance  
c/o Brian Kelly  
P.O. Box 328  
Owatonna, MN 55060

**Additional Information Requested:**

**Form Of Business Organization:** Limited Liability Corporation (LLC),  
State of Texas  
**Primary Contact for Dispatch:** 972-268-0344 - Errol Viator  
972-923-2250 - Office

**No Criminal Charges or Lawsuits Pending**

**Year End Financials Attached**

**No Delinquent Taxes Owed to County or State**

**JK Excavation Trucking, LLC**  
**Insurance**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

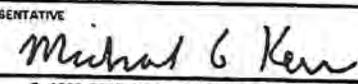
<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4849 <b>FAX (A/C, No):</b> 507-446-4884 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> J & K EXCAVATION LLC PO BOX 888 ITALY, TX 76651-0888		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 13935

COVERAGES      CERTIFICATE NUMBER: 111      REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	9151905	05/01/2019	05/01/2020	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9151905	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	9151906	05/01/2019	05/01/2020	EACH OCCURRENCE      \$2,000,000 AGGREGATE      \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> 381-583-4 ELLIS COUNTY 101 W MAIN ST STE 203 WAXAHACHIE, TX 75165-0410	<b>CANCELLATION</b> 111 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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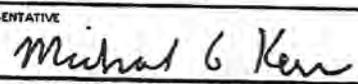
<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No. Ext):</b> 888-333-4949 <b>FAX (A/C, No.):</b> 507-446-4884 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM															
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**THE COUNTY OF ELLIS, TEXAS  
C/O PURCHASING AGENT OF ELLIS COUNTY  
101 West Main Street, Suite 203  
Waxahachie, TX 75165**

**"SEALED BID"**

**"Bid No. 2019-016"  
Contract for Flex Base, Type A, Grade 1-2  
Combination Mix**

**Bid Date: October 28, 2019  
Bid Time: 10:00 AM**

**Respectfully Submitted by:**

**JK Excavation Trucking, LLC  
P.O. Box 886  
Italy, TX 76651**



**COUNTY OF ELLIS**  
***Purchasing Department***

*E.J. Harbin, Purchasing Agent*  
101 W. Main Street, Suite 203  
Waxahachie, Texas 75165  
972-825-5117

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**Bid No. 2019-016**

**Contract for Flex Base, Type A, Grade 1-2 Combination Mix**

**Bid Submissions due by:**  
**10:00 a.m., Monday, October 28, 2019**

**Respondent Name:** J+K Excavation

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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

## Bid Instructions

1. Sealed bids will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165 after the time and date proposals are due.
2. Carefully read all portions of the proposal.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All bids must be sealed when returned to Ellis County Purchasing.
6. Bid number must be noted on the outside of sealed return envelope.
7. Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Proposal except for questions concerning the Proposal by Respondent directed through the Ellis County Purchasing Agent by email via PublicPurchase.com. Failure to comply with this guideline will result in immediate disqualification from the proposal process.
8. Late bids will not be accepted and will be returned unopened. Bid number must be placed on outside of return envelope. Contract page must be signed, failure to do so could result in disqualification.
9. **Respondents must return two (2) original sets and one (1) copy on USB Flash Drive with signatures of sealed proposals to:**  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. All questions must be submitted in writing to Ellis County Purchasing via PublicPurchase.com five (5) business days prior to bid opening, unless otherwise stated.
11. All documents relating to this proposal, including but not limited to, the proposal document, questions and their answers, addenda and special notices will be posted under the Proposal number on the Ellis County website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the proposal due date.
12. The term bid or proposal shall be used interchangeably throughout this document.

## Standard Terms & Conditions

Ellis County is requesting sealed bids for Flex Base, Type A, Grade 1-2 Combination Mix. All proposals must be submitted on the attached bid forms. Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document.

**By returning this bid with price(s) quoted, Respondents certify and agree to the following:**

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
  - B. name and address of receiving department;
  - C. Ellis County, Texas purchase order number;
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of

detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.

10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award may be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance:
1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
  2. Experience, qualifications and quality of the Respondent's services
  3. Reputation of Respondent
  4. Any relevant criteria specifically listed in the bid
  5. Cost to the County
  6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
  7. Vendor's past performance record with Ellis County
  8. Vendor's safety record
  9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

**\*See proposal specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Billing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services

delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.

12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.

19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.
22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the requirements listed below or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required

by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.

30. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

**30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.**

**30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.**

**30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.**

**(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.**

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate

based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.

32. Respondents must provide the following information as part of this submission:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
  - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
  - B. Proposals containing irregularities.
  - C. Unbalanced value of items.
34. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
  - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
  - C. The Respondent being interested in any litigation against the County.

- D. The Respondent being in arrears on any existing contract of having defaulted on a previous contract.
  - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
  - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.
36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, *closed from 12:00 p.m. to 1:00p.m. for lunch*. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. **Certification of Eligibility:** This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and

fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

42. **Conflict of Interest:** No Public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
43. **Disclosure of Certain Relationship:** Chapter 176 of the Texas Local Government Code required that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Ellis County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>  
  
By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Ellis County Clerk's Office located at 109 S. Jackson St., Waxahachie, TX 75165.
44. **Prohibition of Contract with Certain Companies:** Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Ellis County that it is not on any such list.
45. **Chapter 2270 Verification:** Ellis County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.
46. **Debarment:** Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between Page 5 of 10 the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Ellis County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

47. **Historically Underutilized Business (Hub) Contracting:**
1. The goal of Ellis County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
  2. Ellis County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
  3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
    - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
    - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and Page 6 of 10 the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.
48. **Contract Terms:** Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County's option and approval by the Respondent(s), the contract shall be automatically renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
49. **Cooperative Purchasing:** Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

50. **Price Redetermination:** If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms, but shall remain firm for the entire redetermination period.
51. **Non-Performance:** Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

### **Insurance Requirements**

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
  2. Employer's liability - \$500,000
  3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
    - b. Property Damage - \$1,000,000 aggregate
  4. Automobile liability
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
    - b. Property damage - \$100,000 each occurrence
  5. Contractual liability - same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165

2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
3. All copies of the certificates of insurance shall reference the project name and proposal number for which the insurance is being supplied.
4. The respondent agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
6. Each insurance policy to be furnished by successful offerer shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

# Respondent Forms Section

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**JK Excavation Trucking, LLC**  
**BID**

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**Bid Sheet**  
**Crushed Limestone**  
**Flex Base, Type A, Grade 1-2 Combination Mix**  
**TxDOT Item 247 Crushed Limestone Specification**

**PRICE PER TON – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN

\$ 12.00    \$ 12.00    \$ 12.00    \$ 12.00    \$ 12.00

**PRICE PER YARD – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN

\$ 17.00    \$ 16.00    \$ 18.00    \$ 18.00    \$ 16.00

**PRICE PER TON PICKED UP AT PLANT**

\$ \_\_\_\_\_ Per Ton

**PRICE PER YARD PICKED UP**

\$ \_\_\_\_\_ Per Yard

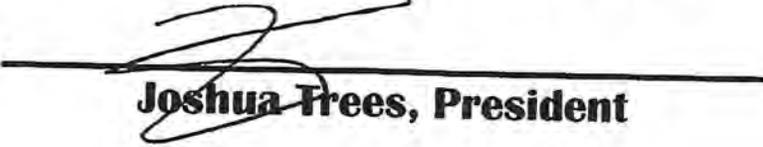
**ADDITIONAL DELIVERY CHARGE PER MILE TO LOCATION**

\$ \_\_\_\_\_ per mile

The TxDOT Item numbers are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. – 2014 Edition.

**ADDENDUM TO BID**

**4 Hour Minimum for Hauling of Material  
Ellis County Will Be Charged at a  
Rate of \$85.00 an Hour for 4 Hours**

  
**Joshua Trees, President**

### Submission Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

- Individual:   
Partnership:   
Corporation:   
Women or Minority Owned:   
Non-Profit:

2. Name of Owner: J & K Excavation

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

- Yes:   
No:

Insurance Broker Name: Federated Insurance

Phone: 938-615-2827 Fax: 507-440-4664

4. Are there claims pending against this insurance policy?

- Yes:   
No:

If yes, describe: \_\_\_\_\_

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

- Yes:   
No:

If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

- Yes:   
No:

7. Has respondent been disqualified by any public agency from participation in public contracts?

- Yes:   
No:

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes:   
 No:

9. Is the Respondent licensed for doing business in Texas?

Yes:   
 No:

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes:   
 No:

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

Respondent Name	Joshua Trees JK Excavation Trucking	Authorized Signature	
Respondent Address	PO Box 886	Printed Name	Joshua Trees
County, State, Zip	Ellis Daly A 76051	Title	President
Phone	972923 2250	Date	10/28/19
Fax	972923 2256	Email	jkexcavation@yahoo.com

**Respondent Information Form**

(Type or print legibly)

Firm/Respondent: JK Excavation Trucking

By: President Authorized Agent  
Title

Address: Street address and/or P.O. Box  
Address: PO BOX 886 ITALY TX 76651  
City/State Zip code

Phone: 972 923 2250 Fax: 972 923 2256 Email: jkexcavation@yahoo.com

Project Contact:  
Phone: 214 913 0329 Fax: 972 923 2256 Email: jkexcavation@yahoo.com

**References**

List agencies where these services have been provided within the past two (2) years:

1. Agency: Ellis County  
Address: 109 Jackson Street Phone#: 972 880 0756  
Contact person: Joel White Title: engineer
2. Agency: City Waxahatchie  
Address: PO Box 757 Phone#: 214 912 6409  
Contact person: Sam Robinson Title: City Inspector
3. Agency: Dubuak  
Address: 420 Mushroom Phone#: 972 937 1816  
Contact person: Phyllis Title: Sec. TPA

## Respondent Disclosure Form

This form is a requirement and must be completely filled out in order to be considered for award.

**1. Personal Conflicts of Interest**

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes" please describe the nature of the relationship.

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c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

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**2. Respondent or Business Conflicts of Interest**

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

---

---

- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No

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**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

JK Arratton Trucking  
Name of Respondent

Joshua Trees, President  
Name and Title of Officer (Print)

[Signature]  
Name and Title of Officer (Signature)

### Proposal Signature Form

The undersigned agrees this proposal becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this proposal package.

The information provided in this bid, in response to Ellis County, Texas' Request for Bid 2019-016 (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.

**Name and address of respondent:**

Name: JK Excavation Trucking  
Address: PO Box 886, Italy N 76651

**Authorized Representative:**

Signature: [Handwritten Signature]  
Printed name: Joshua Trees  
Title: President

## Minority and Women Business Enterprises (MWBE) Form

Prior to an award, all Respondents will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as sub-respondents/sub-consultants.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-proposal/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the Respondent effectively used the services of available community organizations, Respondent's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

List each MWBE business that you plan to use on this initiative.

Name of MBW/WBE	NCTRCA* Cert. #	Phone #	S/M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

No MBE/WBE's Added: Please Explain:

\_\_\_\_\_

\_\_\_\_\_

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

Date: \_\_\_\_\_

10/28/19

Printed Name: \_\_\_\_\_

Joshua Treps

## CONTRACT

STATE OF TEXAS}  
COUNTY OF ELLIS}

Agenda Item# \_\_\_\_\_

Date: \_\_\_\_\_

WHEREAS, The proposal package **Bid No. 2019-016** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to JK Excavation Trucking, for Flexible Road Base Materials in quantities and at prices as set forth in the proposal package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

THAT IN ACCORDANCE with proposal package **Bid No 2019-016** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

### Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

### Prior Agreements Superseded

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

**Signatures**

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

**Date signed:** \_\_\_\_\_

**VENDOR**

**ELLIS COUNTY**

By: \_\_\_\_\_

**Authorized Agent**

By: \_\_\_\_\_

**Todd Little, County Judge  
Ellis County, Texas**

**Attest:**

\_\_\_\_\_  
**Ellis County Clerk**

## Certificate of Interested Parties (Form 1295)

In 2016, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 **must** be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

\*By signing on the "compliance page", your firm agrees to adhere to HB 1295 referenced above.

## **Compliance with Federal and State Laws**

### **Certification of Eligibility**

By submitting a bid or proposal in response to this solicitation, the Respondent/Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

In the event of placement on the list between the time of proposal/proposal submission and time of award, the respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### **Disclosure of Interested Parties**

By submitting a proposal or proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

Signature:

A handwritten signature in black ink, consisting of a stylized, cursive 'Z' or 'S' shape followed by a horizontal line extending to the right.

\*This form must be signed. The original with original signature and one (1) copy must be returned with proposal.

# Item 247 Flexible Base



## 1. DESCRIPTION

Construct a foundation course composed of flexible base.

## 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1  
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 <sup>2</sup>	Grade 5
Sampling	<u>Tex-400-A</u>				
Master gradation sieve size (cumulative % retained)	<u>Tex-110-E</u>			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40		65-90	50-85		70-90
Liquid Limit, % Max	<u>Tex-104-E</u>	40	40	As shown on the plans	35
Plasticity Index, Max <sup>1</sup>	<u>Tex-106-E</u>	10	12	As shown on the plans	10
Plasticity index, Min <sup>1</sup>		As shown on the plans			
Wet ball mill, % Max	<u>Tex-116-E</u>	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	<u>Tex-117-E</u>			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single falling test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single falling test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
  - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
  - the final product, blended, will be subject to the requirements in Table 1, and
  - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

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### 3. **EQUIPMENT**

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

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### 4. **CONSTRUCTION**

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within  $\pm 2$  percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi. sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

## 5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard In Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard In Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard In Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

# 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.

JK Excavation@yahoo.com

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.

\_\_\_\_\_  
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.

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.

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  
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

10-28-19  
\_\_\_\_\_  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Vendor:**

"I, Joshua Trees (Name of certifying official), the President (title or position of certifying official) of JK Excavation Trust (name of company), does hereby verify on behalf of said company to the County that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

[Signature]  
Signature of Certifying Official

Title: President

Date: 12/28/19

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, Joshua Trees, the undersigned representative of JK Excavation Trucking (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Ellis County Purchasing Department.

Joshua Trees  
Name of Company Representative (Print)

[Signature]  
Signature of Company Representative

10/28/19  
Date

**JK Excavation Trucking, LLC**  
**COMPANY INFORMATION**

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**Name of Firm:** JK Excavation Trucking, LLC

**Mailing Address:** P.O. Box 886, Italy, TX 76651

**Address of Physical Address:** 3537 S. Hwy. 287, Waxahachie, TX 75165

**Phone Number:** 972-923-2250

**Fax Number:** 972-923-2256

**Email Address:** jkexcavation@yahoo.com

**Date/Year Company Incorporated:** April 1, 2011

**President/Owner:** Joshua Trees, President, Owner  
214-289-0329

**Bank References:** Interbank - Vintage Bank  
Pam Underwood  
300 Hwy. 77 North  
Waxahachie, TX 75165  
972-935-5200

**Insurance:** Federated Insurance  
c/o Brian Kelly  
P.O. Box 328  
Owatonna, MN 55060

**Additional Information Requested:**

**Form Of Business Organization:** Limited Liability Corporation (LLC),  
State of Texas

**Primary Contact for Dispatch:** 972-268-0344 - Errol Viator  
972-923-2250 - Office

**No Criminal Charges or Lawsuits Pending**

**Year End Financials Attached**

**No Delinquent Taxes Owed to County or State**

**JK Excavation Trucking, LLC**  
**Insurance**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

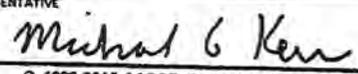
<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 COWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, Ho, Ext):</b> 888-333-4949 <b>FAX (A/C, Ho):</b> 507-446-4864 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> J & K EXCAVATION LLC PO BOX 888 ITALY, TX 76651-0886		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FEDERATED MUTUAL INSURANCE COMPANY      NAIC # 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 111**      **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9151905	05/01/2019	05/01/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$100,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPROP ADG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIREO AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9151905	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per person): BODILY INJURY (Per accident): PROPERTY DAMAGE (Per accident):
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	9151906	05/01/2019	05/01/2020	EACH OCCURRENCE: \$2,000,000 AGGREGATE: \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> 381-583-4 ELLIS COUNTY 101 W MAIN ST STE 203 WAXAHACHIE, TX 75165-0410	<b>CANCELLATION</b> 111 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2019

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

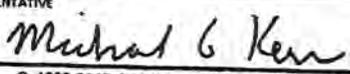
<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4049 <b>FAX (A/C, No):</b> 507-448-4884 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM															
<b>INSURED</b> J & K EXCAVATION LLC PO BOX 886 ITALY, TX 76651-0886		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>FEDERATED MUTUAL INSURANCE COMPANY</td> <td>13935</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	FEDERATED MUTUAL INSURANCE COMPANY	13935	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER: 111**      **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  SEVL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	9151905	05/01/2019	05/01/2020	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE): \$100,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9151905	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (EA ACCIDENT): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	9151906	05/01/2019	05/01/2020	EACH OCCURRENCE: \$2,000,000 AGGREGATE: \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> 381-583-4 ELLIS COUNTY 101 W MAIN ST STE 203 WAXAHACHIE, TX 75165-0410	<b>CANCELLATION</b> 111 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**COUNTY OF ELLIS**  
***Purchasing Department***

*E.J. Harbin, Purchasing Agent*  
101 W. Main Street, Suite 203  
Waxahachie, Texas 75165  
972-825-5117

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**Bid No. 2019-016**

**Contract for Flex Base, Type A, Grade 1-2 Combination Mix**

**Bid Submissions due by:**  
**10:00 a.m., Monday, October 28, 2019**

**Respondent Name:** Alvarado Sand and Gravel, LLC

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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

## Bid Instructions

1. Sealed bids will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165 after the time and date proposals are due.
2. Carefully read all portions of the proposal.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All bids must be sealed when returned to Ellis County Purchasing.
6. Bid number must be noted on the outside of sealed return envelope.
7. Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Proposal except for questions concerning the Proposal by Respondent directed through the Ellis County Purchasing Agent by email via PublicPurchase.com. Failure to comply with this guideline will result in immediate disqualification from the proposal process.
8. Late bids will not be accepted and will be returned unopened. Bid number must be placed on outside of return envelope. Contract page must be signed. failure to do so could result in disqualification.
9. **Respondents must return two (2) original sets and one (1) copy on USB Flash Drive with signatures of sealed proposals to:**  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. All questions must be submitted in writing to Ellis County Purchasing via PublicPurchase.com five (5) business days prior to bid opening, unless otherwise stated.
11. All documents relating to this proposal, including but not limited to, the proposal document, questions and their answers, addenda and special notices will be posted under the Proposal number on the Ellis County website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the proposal due date.
12. The term bid or proposal shall be used interchangeably throughout this document.

## Standard Terms & Conditions

Ellis County is requesting sealed bids for Flex Base, Type A, Grade 1-2 Combination Mix. All proposals must be submitted on the attached bid forms. Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document.

**By returning this bid with price(s) quoted, Respondents certify and agree to the following:**

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
  - B. name and address of receiving department;
  - C. Ellis County, Texas purchase order number;
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of

detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.

10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award may be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance:
  1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
  2. Experience, qualifications and quality of the Respondent's services
  3. Reputation of Respondent
  4. Any relevant criteria specifically listed in the bid
  5. Cost to the County
  6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
  7. Vendor's past performance record with Ellis County
  8. Vendor's safety record
  9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

**\*See proposal specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Billing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services

delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.

12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.

19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.
22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the requirements listed below or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required

by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

**30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.**

**30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.**

**30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.**

**(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.**

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate

based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.

32. Respondents must provide the following information as part of this submission:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
  - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
  - B. Proposals containing irregularities.
  - C. Unbalanced value of items.
34. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
  - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
  - C. The Respondent being interested in any litigation against the County.

- D. The Respondent being in arrears on any existing contract of having defaulted on a previous contract.
  - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
  - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.
36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, *closed from 12:00 p.m. to 1:00p.m. for lunch*. Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
40. **Certification of Eligibility:** This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and

fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

42. **Conflict of Interest:** No Public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
43. **Disclosure of Certain Relationship:** Chapter 176 of the Texas Local Government Code required that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Ellis County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Ellis County Clerk's Office located at 109 S. Jackson St., Waxahachie, TX 75165.

44. **Prohibition of Contract with Certain Companies:** Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Ellis County that it is not on any such list.
45. **Chapter 2270 Verification:** Ellis County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.
46. **Debarment:** Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between Page 5 of 10 the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Ellis County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

47. **Historically Underutilized Business (Hub) Contracting:**
1. The goal of Ellis County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
  2. Ellis County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
  3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
    - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
    - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and Page 6 of 10 the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.
48. **Contract Terms:** Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County's option and approval by the Respondent(s), the contract shall be automatically renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
49. **Cooperative Purchasing:** Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

50. **Price Redetermination:** If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms, but shall remain firm for the entire redetermination period.
51. **Non-Performance:** Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

### **Insurance Requirements**

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
  1. Workers' Compensation – statutory (see TWCC rule 110.110)
  2. Employer's liability - \$500,000
  3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
    - b. Property Damage - \$1,000,000 aggregate
  4. Automobile liability
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
    - b. Property damage - \$100,000 each occurrence
  5. Contractual liability - same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
  1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165

# Respondent Forms Section

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**Bid Sheet**  
**Crushed Limestone**  
**Flex Base, Type A, Grade 1-2 Combination Mix**  
**TxDOT Item 247 Crushed Limestone Specification**

**PRICE PER TON – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN
\$ <u>19.25</u>	\$ <u>19.50</u>	\$ <u>17.00</u>	\$ <u>15.50</u>	\$ <u>16.25</u>

**PRICE PER YARD – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN
\$ _____	\$ _____	\$ <u>N/A</u>	\$ _____	\$ _____

**PRICE PER TON PICKED UP AT PLANT**

\$ 6.00 Per Ton

**PRICE PER YARD PICKED UP**

\$ N/A Per Yard

**ADDITIONAL DELIVERY CHARGE PER MILE TO LOCATION**

\$ 5.95 per mile

The TxDOT Item numbers are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. – 2014 Edition.

### Submission Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

- Individual:   
Partnership:   
Corporation:   
Women or Minority Owned:   
Non-Profit:

2. Name of Owner: Pedro Martinez

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

- Yes:   
No:

Insurance Broker Name: Cline Wood

Phone: 913-451-3900 Fax: 877-451-3925

4. Are there claims pending against this insurance policy?

- Yes:   
No:

If yes, describe: \_\_\_\_\_

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

- Yes:   
No:

If yes, please attach an explanation.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

- Yes:   
No:

7. Has respondent been disqualified by any public agency from participation in public contracts?

- Yes:   
No:

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes:   
No:

9. Is the Respondent licensed for doing business in Texas?

Yes:   
No:

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes:   
No:

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

Respondent Name	Pedro Martinez	Authorized Signature	
Respondent Address	4372 SI 35 W Alvarado, TX	Printed Name	Pedro Martinez
County, State, Zip	Johnson, TX 76009	Title	Owner
Phone	817-938-5001	Date	10/22/2019
Fax		Email	pedro@alvarado sand.com

## Respondent Information Form

(Type or print legibly)

Firm/Respondent:

By: Pedro Martinez Authorized Agent  
owner Title

Address: Street address and/or P.O. Box

Address: 4372 S I 35 W Alvarado TX 76009  
City/State Zip code

Phone: 817-938-5001 Fax: \_\_\_\_\_ Email: pedro@alvaradosund.com

Project Contact:

Phone: 817-938-5001 Fax: \_\_\_\_\_ Email: pedro@alvaradosund.com

### References

List agencies where these services have been provided within the past two (2) years:

1. Agency: AMS  
Address: PO BDX 136 Cleburne, TX 76033 Phone#: 817-308-6442  
Contact person: Jackie Dudley Title: Manager
2. Agency: Ash Grove  
Address: 900 Bifco Rd. Midlothian TX Phone#: 972-723-7280  
Contact person: Sean Harris Title: Manager
3. Agency: Ellis County  
Address: 101 West Main Ste 203 Waxahatchee Phone#: 972-825-5330  
Contact person: Kim Davis Title: Purchasing

## Respondent Disclosure Form

**This form is a requirement and must be completely filled out in order to be considered for award.**

**1. Personal Conflicts of Interest**

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes" please describe the nature of the relationship.

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c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

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**2. Respondent or Business Conflicts of Interest**

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No

If your answer is "yes" please explain in full.

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- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No

If your answer is "yes", please describe the nature of the relationship.

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- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No

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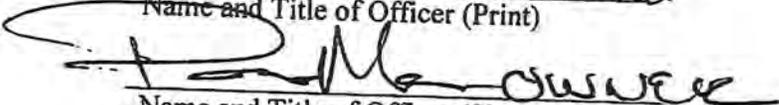
**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

Pedro Martinez

Name of Respondent

Pedro Martinez - Owner

Name and Title of Officer (Print)

 Owner

Name and Title of Officer (Signature)

## Proposal Signature Form

The undersigned agrees this proposal becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this proposal package.

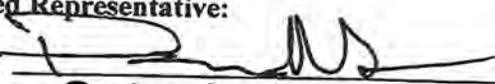
The information provided in this bid, in response to Ellis County, Texas' Request for Bid 2019-016 (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.

**Name and address of respondent:**

Name: Alvarado Sand and Gravel, LLC

Address: 41372 SI 35W Alvarado TX 76009

**Authorized Representative:**

Signature: 

Printed name: Pedro Martinez

Title: Owner

## Minority and Women Business Enterprises (MWBE) Form

Prior to an award, all Respondents will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as sub-respondents/sub-consultants.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-proposal/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the Respondent effectively used the services of available community organizations, Respondent's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

List each MWBE business that you plan to use on this initiative.

Name of MBW/WBE	NCTRCA* Cert. #	Phone #	S/M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	N/A	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

No MBE/WBE's Added: Please Explain:

\_\_\_\_\_  
\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## CONTRACT

STATE OF TEXAS}  
COUNTY OF ELLIS}

Agenda Item# \_\_\_\_\_  
Date: \_\_\_\_\_

**WHEREAS**, The proposal package **Bid No. 2019-016** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to \_\_\_\_\_, for Flexible Road Base Materials in quantities and at prices as set forth in the proposal package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with proposal package **Bid No 2019-016** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

### **Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

### **Prior Agreements Superseded**

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

**Signatures**

**IN TESTIMONY WHEREOF:** Witness our hands at Waxahachie, Texas, effective as of the date awarded,

**Date signed:** \_\_\_\_\_

**VENDOR**

By:   
Authorized Agent

**ELLIS COUNTY**

By: \_\_\_\_\_  
Todd Little, County Judge  
Ellis County, Texas

**Attest:**

\_\_\_\_\_  
Ellis County Clerk

## Certificate of Interested Parties (Form 1295)

In 2016, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 **must** be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

\*By signing on the "compliance page", your firm agrees to adhere to HB 1295 referenced above.

## Compliance with Federal and State Laws

### Certification of Eligibility

By submitting a bid or proposal in response to this solicitation, the Respondent/Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

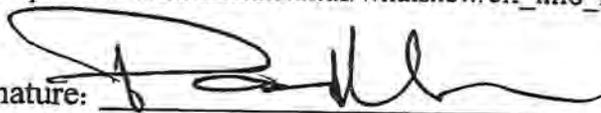
In the event of placement on the list between the time of proposal/proposal submission and time of award, the respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### Disclosure of Interested Parties

By submitting a proposal or proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

\*This form must be signed. The original with original signature and one (1) copy must be returned with proposal.

## Item 247

### Flexible Base



#### 1. DESCRIPTION

Construct a foundation course composed of flexible base.

#### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1  
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 <sup>2</sup>	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40	65-90	50-85	70-90		
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max <sup>1</sup>	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min <sup>1</sup>		As shown on the plans			
Wet ball mill, % Max	Tex-116-E	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
  - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
  - the final product, blended, will be subject to the requirements in Table 1, and
  - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

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### 3. **EQUIPMENT**

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

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### 4. **CONSTRUCTION**

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within  $\pm 2$  percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

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## 5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

# 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.

Alvarado Sand and Gravel LLC

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.

\_\_\_\_\_  
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.

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.

Sand and gravel hauling

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   
Signature of vendor doing business with the governmental entity

10/22/19  
Date

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*  
(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

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

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

(i) a contract between the local governmental entity and vendor has been executed; or

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**HB 89 Form**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

**To Be Completed By Vendor:**

"I, Pedro Martinez (Name of certifying official), the Owner (title or position of certifying official) of ASG LLC (name of company), does hereby verify on behalf of said company to the County that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

  
Signature of Certifying Official

Title: Owner

Date: 10/22/19

**SB 252**

**CHAPTER 2252 CERTIFICATION**

I, Pedro Martinez, the undersigned representative of Alvarado Sand and Gravel, LLC (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Ellis County Purchasing Department.

Pedro Martinez

Name of Company Representative (Print)

  
Signature of Company Representative

10/22/19  
Date



**COUNTY OF ELLIS**  
***Purchasing Department***

*E.J. Harbin, Purchasing Agent*  
101 W. Main Street, Suite 203  
Waxahachie, Texas 75165  
972-825-5117

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**Bid No. 2019-016**

**Contract for Flex Base, Type A, Grade 1-2 Combination Mix**

**Bid Submissions due by:**  
**10:00 a.m., Monday, October 28, 2019**

**Respondent Name:** Knife River Corp. - South

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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the proposal package. Respondents are responsible for reading the entire proposal package and complying with all specifications.

## Bid Instructions

1. Sealed bids will be opened in the Purchasing Department, 101 West Main, Suite 203, Waxahachie, Texas 75165 after the time and date proposals are due.
2. Carefully read all portions of the proposal.
3. Fill out all forms properly and completely.
4. Signatures must be handwritten and in ink.
5. All bids must be sealed when returned to Ellis County Purchasing.
6. Bid number must be noted on the outside of sealed return envelope.
7. Respondent or representatives of the respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Ellis County including the County Judge and Commissioners concerning this Proposal except for questions concerning the Proposal by Respondent directed through the Ellis County Purchasing Agent by email via [PublicPurchase.com](mailto:PublicPurchase.com). Failure to comply with this guideline will result in immediate disqualification from the proposal process.
8. Late bids will not be accepted and will be returned unopened. Bid number must be placed on outside of return envelope. Contract page must be signed, failure to do so could result in disqualification.
9. **Respondents must return two (2) original sets and one (1) copy on USB Flash Drive with signatures of sealed proposals to:**  
  
Ellis County Purchasing Department  
101 West Main Street, Suite 203  
Waxahachie, TX 75165
10. All questions must be submitted in writing to Ellis County Purchasing via [PublicPurchase.com](mailto:PublicPurchase.com) five (5) business days prior to bid opening, unless otherwise stated.
11. All documents relating to this proposal, including but not limited to, the proposal document, questions and their answers, addenda and special notices will be posted under the Proposal number on the Ellis County website and available for download by respondents and other interested parties. It is the respondent's sole responsibility to review this site and retrieve all related documents up to the proposal due date.
12. The term bid or proposal shall be used interchangeably throughout this document.

## Standard Terms & Conditions

Ellis County is requesting sealed bids for Flex Base, Type A, Grade 1-2 Combination Mix. All proposals must be submitted on the attached bid forms. Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this document.

**By returning this bid with price(s) quoted, Respondents certify and agree to the following:**

1. If applicable, all delivery and freight charges are to be included, based on deliveries being FOB destination, inside delivery, unless otherwise specified elsewhere in proposal document.
2. If applicable, a packing list or other suitable documents shall accompany each shipment and shall show:
  - A. name and address of Respondent;
  - B. name and address of receiving department;
  - C. Ellis County, Texas purchase order number;
  - D. description of material shipped, including item numbers, quantity, number of containers, and package numbers (if any).
3. Alternate proposals will not be considered unless authorized by the proposal itself. If there is any question as to the specifications or any part thereof, Respondent may submit to the Ellis County, Texas Purchasing Agent, a request for clarification. Such requests must be received in writing no later than five (5) days prior to scheduled opening date.
4. If applicable, Ellis County, Texas reserves the right to require samples for testing. Any failure of a sample test shall be considered sufficient reason to reject a proposal.
5. Ellis County will not pay for unacceptable or unsatisfactory work.
6. Quantities indicated in the proposal are estimated based upon the best available information. Ellis County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the negotiated price.
7. Prices for all goods and/or services shall be firm for the duration of any contract awarded and shall be stated on the proposal sheet(s). Prices shall be all inclusive and guaranteed for the entire contract period. All prices must be written in ink or typewritten.
8. If a Respondent contemplates any additional or contingent costs of any kind, Respondent must clearly indicate on the proposal sheet(s) or forfeit the right to payment for the same.
9. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed. Any apparent omission or silence of

detail in the description concerning any point in the specifications shall be interpreted based on best commercial practices, and best commercial practices shall prevail.

10. The County reserves the right to award parts of bid, reject any or all bids and to waive technical irregularities in the bid. Contract award may be made based on the lowest qualified responsible Respondent or the Respondent who provided the goods and services at the best value for the County, considering the selection criteria below.

Best Value Selection Criteria:

- A. The County will evaluate all submissions by reviewing and rating each based on the following criteria, which are ranked in order of importance:
  1. The extent to which the Respondent's services meet the County's needs and specification, as stated in the bid.
  2. Experience, qualifications and quality of the Respondent's services
  3. Reputation of Respondent
  4. Any relevant criteria specifically listed in the bid
  5. Cost to the County
  6. Best value for the County. The County may use a "best value" selection process, which is based on a combination of cost and qualitative consideration. The qualitative consideration may include, but are not limited to: experience, qualifications and quality of the Respondent's services; reputation of Respondent; financial resources; and any relevant criteria specifically listed in the bid.
  7. Vendor's past performance record with Ellis County
  8. Vendor's safety record
  9. Ellis County's evaluation of the vendor's ability
- B. The Respondent may be required to make an oral presentation to the Commissioners Court to further present their qualification. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the work to be performed.
- C. The County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from Respondents. The County reserves the right to negotiate any and all elements of any Respondent's proposal.

**\*See proposal specifications for additional criteria\***

The County reserves the right to award in lump sum or to multiple vendors or as primary, secondary and tertiary award winners.

11. Invoices shall be sent to the department or office requesting the product. Billing address is 109 S. Jackson St., Waxahachie, TX 75165. Invoices must detail the materials/equipment/services

delivered and must reference the Ellis County Purchase Order Number or Bid Number to include expiration date. Invoices are processed according to the Accounts Payable Cutoff Schedule found of the Ellis County website.

12. Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.
13. Only the Commissioners Court of Ellis County, Texas, acting as a voting body may enter into any type of agreement or contract on behalf of Ellis County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Ellis County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official. Invoices by Respondent that are at variance with this paragraph are void to the extent of that variance.
14. Whenever an article or material is defined by describing a proprietary product or by using the name of the manufacturer, the term "OR EQUAL" if not inserted shall be implied unless otherwise indicated by "NO SUBSTITUTIONS". The specified article or material shall be understood as descriptive. In case the unit price of an item differs from the extended price for the quantity proposal, the unit price shall govern.
15. The Respondent shall be considered an independent Respondent and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
16. The Respondent shall defend, indemnify, save, and hold harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work of Respondent, or any negligent act or omission of the Respondent in performance of the work contemplated by this Contract.
17. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, Ellis County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
18. The Respondent shall obtain from the appropriate City, Ellis County, or State of Texas the necessary permit(s) required by the ordinances of the County, County, or State, for performance of the work.

19. The Respondent shall not sell, assign, transfer or convey the Contract in whole or in part, without the prior written consent of the County.
20. The Contract executed is enforceable in Ellis County, Texas, and if legal action is necessary, exclusive venue lies in district courts of Ellis County, Texas.
21. The contract shall be governed by, and construed in accordance with, the laws of the State of Texas and all applicable Federal laws.
22. Funding Clause - Payments required to be made by Ellis County under the terms of this Contract shall be contingent upon and subject to the initial and continuing appropriation of funding for the Contract by and through the Commissioners Court of Ellis County, Texas.
23. Ellis County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposed prices offered must be complete and all inclusive. Ellis County will not pay additional taxes, surcharges or other fees not included in purposed prices.
24. Ellis County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Ellis County.
25. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such had never been contained herein.
26. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Submissions may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
27. The Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and cannot be modified without written agreement of the parties. The Contract will be executed after determination of the award.
28. Respondent must provide a certificate of insurance conforming to the requirements listed below or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the contract. In the case where a certification letter from an insurance carrier is attached to the proposal in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required

by subject contract. All insurance requirements including Workers Compensation as outlined in the Texas State Statutes shall be met prior to any delivery and shall remain in effect during the life of the contract.

29. Ellis County may terminate the contract at any time, without cause, upon thirty (30) days written notice to Respondent. It is further agreed by Respondent that Ellis County shall not be liable for loss or reduction in any anticipated profit.
30. If a Contract, resulting from an IFB/RFP/RFQ/CSP/RFB is for the execution of a public work, the following shall apply:

**30.1 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, shall execute to the County a Payment Bond if the Contract is in excess of \$25,000.00. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law.**

**30.2 In accordance with Texas Government Code 2253.021, a County that makes a public works Contract with a prime Contractor shall require the Contractor, before beginning work, to execute to the County a Performance Bond if the Contract is in excess of \$100,000. Such bond shall be in the amount of the Contract payable to the County and must be executed by a corporate surety in accordance with Texas law. Bonds may be required in accordance with state statutes as outlined in the specifications.**

**30.3 In accordance with Texas Local Government Code 262.032, If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.**

**(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds \$50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.**

31. Ellis County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Ellis County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its Respondents, their suppliers and sub-Respondents, vendors of goods, equipment, services, and professional services, shall not discriminate

based on race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in Respondent, sub-Respondent, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and Respondents doing business or anticipating doing business with Ellis County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Ellis County.

32. Respondents must provide the following information as part of this submission:
- A. Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
  - B. Name of contact person (single point of contact with the Respondent).
  - C. List of all criminal charges, lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
  - D. List all criminal charges, lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the Contract.
  - E. Current Audit Report, Comprehensive Annual Financial Statement, or Current Balance Sheet and Income statement.
33. Ellis County reserves the right to reject any or all proposals, to award contracts to primary and secondary respondents, to reject materials/proposals not meeting specifications, and to increase or decrease quantities and to award separate contracts based on geographic locations. Proposals may be rejected, among other reasons, for any of the following specific reasons:
- A. Proposals received after the time limit set for receiving proposals.
  - B. Proposals containing irregularities.
  - C. Unbalanced value of items.
34. Respondents may be disqualified, and their proposals not considered, among other reasons, for any of the following specific reasons:
- A. Reason for believing collusion exists among Respondents.
  - B. Reasonable grounds for believing that any Respondent is interested in more than one proposal for the work contemplated
  - C. The Respondent being interested in any litigation against the County.

- D. The Respondent being in arrears on any existing contract of having defaulted on a previous contract.
  - E. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
  - F. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
  - G. Respondents shall not owe delinquent property tax in Ellis County.
35. Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of exposure and the verification of all information presented rests solely with the Respondent. Ellis County and its representatives will NOT be responsible for any errors or omissions in these specifications, nor for the failure of the part of the Proposer/Respondent to determine the full extent of the exposures.
  36. Purchasing hours of operation shall be between 8:00 a.m. and 5:00 p.m., Monday through Friday, *closed from 12:00 p.m. to 1:00p.m. for lunch.* Delivery dates are important to Ellis County and may be required to be a part of each proposal. The delivery date indicates a guaranteed delivery to Ellis County, Texas. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future County business.
  37. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Respondent.
  38. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Ellis County, Texas.
  39. All delivery and freight charges (FOB Inside delivery at the Entity's designated locations) are to be included as part of the proposal/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total proposal/quote/ proposal price. The Entity will pay no additional freight/delivery/installation/setup fees.
  40. **Certification of Eligibility:** This provision applies if the anticipated contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a proposal or proposal in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred Respondents. In the event of placement on the list between the time of proposal/proposal submission and time of award, the Respondent will notify the County Purchasing Agent. Failure to do so may result in terminating this contract for default.
  41. Any catalog, brand name or manufacturer's reference used is considered to be descriptive not restrictive and is indicative of the type and quality the County desires to purchase. Proposals on similar items of like quality will be considered if the proposal is noted and

fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed vendor is proposing item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

42. **Conflict of Interest:** No Public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
43. **Disclosure of Certain Relationship:** Chapter 176 of the Texas Local Government Code required that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Ellis County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. A copy of the law is available at: <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Ellis County Clerk's Office located at 109 S. Jackson St., Waxahachie, TX 75165.

44. **Prohibition of Contract with Certain Companies:** Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this solicitation, contractor verified to Ellis County that it is not on any such list.
45. **Chapter 2270 Verification:** Ellis County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this solicitation, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.
46. **Debarment:** Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between Page 5 of 10 the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Ellis County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.

47. **Historically Underutilized Business (Hub) Contracting:**
1. The goal of Ellis County is to ensure all HUBs, as described in the Texas Government Code, Title 10 Subtitle D, Chapter 2161, have maximum opportunities to participate in the County's procurement in awarding of contracts and subcontracts.
  2. Ellis County will make a good faith effort to increase contract awards for the purchase of goods or services from the HUBs. HUB vendors are encouraged to participate in the county's purchasing and bidding process. While the County is oriented to adhere to good faith efforts, nothing in this effort shall be construed to establish set-asides or mandatory quotas.
  3. The County and all prime contractors (if subcontracts are to be let) will take the affirmative steps listed below:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business.
    - d. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority business, and women's business enterprises.
    - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and Page 6 of 10 the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List HUB Directory.
48. **Contract Terms:** Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Ellis County Purchasing. At Ellis County's option and approval by the Respondent(s), the contract shall be automatically renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. Prices must remain firm for the entire contract.
49. **Cooperative Purchasing:** Governmental entities utilizing inter-governmental contracts with Ellis County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Ellis County will be billed directly to that governmental entity and paid by that governmental entity. Ellis County will not be responsible for another governmental entity's debts. The quantities furnished in this bid document are for Ellis County only. It does not include quantities for any other governmental jurisdiction.

50. **Price Redetermination:** If applicable, a price redetermination may be considered by Ellis County only at the anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent annual renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms, but shall remain firm for the entire redetermination period.
51. **Non-Performance:** Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

### **Insurance Requirements**

- A. Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County.
1. Workers' Compensation – statutory (see TWCC rule 110.110)
  2. Employer's liability - \$500,000
  3. Comprehensive Commercial General Liability:
    - a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
    - b. Property Damage - \$1,000,000 aggregate
  4. Automobile liability
    - a. Bodily injury - \$100,000 per accident or \$500,000 aggregate
    - b. Property damage - \$100,000 each occurrence
  5. Contractual liability - same limits as above.
- B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.
- C. Required Provisions:
1. Proof of insurance - all certificates of insurance will be required to be filed with the Purchasing Agent at 101 West Main, Suite 203, Waxahachie, TX 75165

2. As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured.
3. All copies of the certificates of insurance shall reference the project name and proposal number for which the insurance is being supplied.
4. The respondent agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
5. The respondent is responsible for making sure any sub-Respondent(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage.
6. Each insurance policy to be furnished by successful offerer shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

# Respondent Forms Section

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**Bid Sheet**  
**Crushed Limestone**  
**Flex Base, Type A, Grade 1-2 Combination Mix**  
**TxDOT Item 247 Crushed Limestone Specification**

**PRICE PER TON – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN
\$ <u>N/A</u>				

**PRICE PER YARD – DELIVERED TO PRECINCT LOCATIONS**

PCT. #1	PCT. #2	PCT. #3	PCT. #3	PCT. #4
PALMER	ENNIS	ITALY	MAYPEARL	MIDLOTHIAN
\$ <u>N/A</u>				

**PRICE PER TON PICKED UP AT PLANT**

\$ 8.65 Per Ton

**PRICE PER YARD PICKED UP**

\$ N/A Per Yard

**ADDITIONAL DELIVERY CHARGE PER MILE TO LOCATION**

\$ N/A per mile

The TxDOT Item numbers are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. – 2014 Edition.

## Submission Requirements

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this bid. Emphasis should be concentrated on conformance to the bid instructions, responsiveness to the bid requirements, and on completeness and clarity of content.

1. Business Classification (check or specify all that apply):

Individual:   
Partnership:   
Corporation:   
Women or Minority Owned:   
Non-Profit:

2. Name of Owner: MDU Resources Group, Inc.

3. Does Respondent maintain the minimum insurance as specified in the Terms & Conditions?

Yes:   
No:

Insurance Broker Name: Marsh USA

Phone: 612-692-7400 Fax: 612-692-7936

4. Are there claims pending against this insurance policy?

Yes:   
No:  We do have claims against our policy, but because our coverage is  
written with a per project occurrence, any pending claims will not  
If yes, describe: impact available limits.

5. During the past five years, has the Respondent been involved in any bond litigation or claims that exceed 10% of the proposed contract cost?

Yes:   
No:

If yes, please attach an explanation. See #4 Explanation above.

6. Has Respondent been in bankruptcy, reorganization or receivership in the last five years?

Yes:   
No:

7. Has respondent been disqualified by any public agency from participation in public contracts?

Yes:   
No:

8. Is the Respondent the subject of, or been the subject of, any investigations or audits by any agencies having regulatory status over the respondent's operations?

Yes:  X

No:      

9. Is the Respondent licensed for doing business in Texas?

Yes:  X

No:      

10. Does the Respondent agree that all assigned representatives shall agree to submit to a background investigation, if required by the County? This would only be requested of the winning company that enters into a contract.

Yes:  X

No:      

The undersigned respondent has carefully examined the Request for Proposal and the Certification included herein, the Standard Terms and Conditions and the Technical Specifications.

Further, the undersigned understands that by his signature affixed below, he/she agrees to enter into a contract with Ellis County in accordance with the requirements of the County as stated in the above-referenced contract documents, and in accordance with additional contract forms and terms of agreement from respondent's respondent as furnished by respondent herewith.

<b>Respondent Name</b>	Knife River Corp. - South	<b>Authorized Signature</b>	
<b>Respondent Address</b>	2901 Marlin Hwy 6 Waco, TX 76705	<b>Printed Name</b>	Bill Faris
<b>County, State, Zip</b>	McLennan County, TX 76705	<b>Title</b>	VP/GM
<b>Phone</b>	254-761-2600	<b>Date</b>	
<b>Fax</b>	254-761-2695	<b>Email</b>	bill.faris@kniferiver.com

## Respondent Information Form

(Type or print legibly)

Firm/Respondent:

Knife River Corp. - South

By: Bill Faris Authorized Agent  
VP/GM Title

Address: Street address and/or P.O. Box

Address: 2901 Marlin Hwy 6 Waco, TX 76705  
City/State Zip code

Phone: 254-761-2600 Fax: 254-761-2695 Email: bill.faris@kniferiver.com

Project Contact:

Phone: 254-709-0290 Fax: \_\_\_\_\_ Email: johnnie.pickens@kniferiver.com

### References

List agencies where these services have been provided within the past two (2) years:

1. Agency: Freestone County  
Address: 118 East Commerce, Rm 209, Fairfield, TX 75840 Phone#: 903-389-3535  
Contact person: Karen Craddock Title: County Auditor
2. Agency: McLennan County  
Address: 214 N. 5th Street, Waco, TX 76701 Phone#: 254-757-5016  
Contact person: Ken Bass Title: Purchasing Dept. Manager
3. Agency: Limestone County  
Address: 200 W. State Street, Suite 301, Groesbeck, TX 76642 Phone#: 254-729-3817  
Contact person: Deborah Watson Title: County Auditor

## Respondent Disclosure Form

**This form is a requirement and must be completely filled out in order to be considered for award.**

**1. Personal Conflicts of Interest**

a. Are you in any way related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No  X

If your answer is "yes", please describe the nature of the relationship.

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b. Is any member of your family or extended family related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No  X

If your answer is "yes" please describe the nature of the relationship.

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c. Do you or any member of your family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No  X

If your answer is "yes" please explain in full.

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**2. Respondent or Business Conflicts of Interest**

a. Are any of your business partners or associates related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No  X

If your answer is "yes", please describe the nature of the relationship.

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b. Are any of your business partner's or associates' families or extended families related to an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No  X

If your answer is "yes", please describe the nature of the relationship.

---

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- c. Do any of your partners or associates or any members of their family owe delinquent taxes to Ellis County or any other Public or Federal agency?

Yes \_\_\_\_\_ No  X

If your answer is "yes" please explain in full.

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- d. Are you, your business partners or associates in any way, (financially or otherwise), involved with an elected or appointed Ellis County Official?

Yes \_\_\_\_\_ No  X

If your answer is "yes", please describe the nature of the relationship.

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- e. Are you, your business partners, or any of your/their extended families in anyway, (financially or otherwise), involved with an elected or appointed Ellis County official?

Yes \_\_\_\_\_ No  X

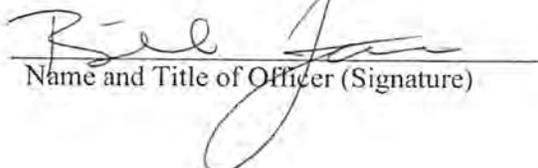
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**I DO HEREBY ATTEST TO THE FACT THAT THE INFORMATION LISTED ABOVE IS THE TRUTH.**

Knife River Corp. - South  
Name of Respondent

Bill Faris, VP/GM  
Name and Title of Officer (Print)

  
Name and Title of Officer (Signature)

## Proposal Signature Form

The undersigned agrees this proposal becomes the property of Ellis County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be sixty (60) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of Ellis County, and that the contents of this proposal have not been communicated to any other respondent or to any employee of Ellis County prior to the official opening of this proposal.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq. and which arise under the antitrust laws of the State of Texas, Texas Business. & Commerce Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this proposal package.

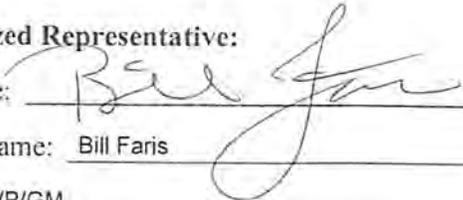
The information provided in this bid, in response to Ellis County, Texas' Request for Bid 2019-016 (ALL Sections inclusive), is true and correct and Respondent agrees to a contract by the terms of the bid and their in response.

**Name and address of respondent:**

Name: Knife River Corp. - South

Address: 2901 Marlin Hwy 6, Waco, TX 76705

**Authorized Representative:**

Signature: 

Printed name: Bill Faris

Title: VP/GM

## Minority and Women Business Enterprises (MWBE) Form

Prior to an award, all Respondents will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as sub-respondents/sub-consultants.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-proposal/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts that demonstrate that the Respondent effectively used the services of available community organizations, Respondent's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

List each MWBE business that you plan to use on this initiative.

Name of MBW/WBE	NCTRCA* Cert. #	Phone #	S/M**	Description of Work	Amount	%
N/A						

No MBE/WBE's Added: Please Explain:

MATERIAL ONLY.

Signature: Bill Ferris

Date: 10/23/19

Printed Name: Bill Ferris

## CONTRACT

STATE OF TEXAS}  
COUNTY OF ELLIS}

Agenda Item# \_\_\_\_\_

Date: \_\_\_\_\_

**WHEREAS**, The proposal package **Bid No. 2019-016** including the **Cover Sheet, Instructions, Specifications, and Proposal Sheet(s)** for the item(s) being published for competitive proposal, were solicited pursuant to Texas Local Government Code 262.021; and

**WHEREAS**, The Ellis County Commissioners Court as the governing body of Ellis County did on \_\_\_\_\_ award a contract to \_\_\_\_\_, for Flexible Road Base Materials in quantities and at prices as set forth in the proposal package; and

**THEREFORE**, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called ("COUNTY") and the undersigned Vendor, hereinafter called ("VENDOR").

**THAT IN ACCORDANCE** with proposal package **Bid No 2019-016** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said proposal package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

### **Texas Law to Apply**

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas. Venue for any disputes regarding this Contract must be filed in the district courts of Ellis County, Texas.

### **Prior Agreements Superseded**

This Contract, with the entire proposal package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

### **Israel**

In accordance with § 2270.002 of the Texas Government Code, "Vendor Name" does not boycott Israel currently and will not boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, by executing this Agreement, you verify that you, your company, and your employees are not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152, Texas Government Code.

### **Appropriations Clause**

Funds for payment of this contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas law prohibits the obligations and expenditures of **public funds beyond the fiscal year** for which a budget has been approved. However, the performance of this contract may extend beyond the current fiscal year. The fiscal year for Ellis County extends from October 1 of each calendar year to September 30 of the following calendar year. It is the expectation of County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary within this contract, if at any time during the term of this contract the Commissioners Court of Ellis County, Texas (1) fails to provide funding for this contract during the following fiscal year at Ellis County, Texas; (2) does not adopt a budget for expenditures; (3) or is only able to partially fund the expenditures required by this contract, then Ellis County may, upon giving the Seller written notice of such failure to fund and termination, terminate this contract, or part thereof, without any further liability, effective (30) days after Ellis County notifies Seller in writing of such failure to fund and termination. Ellis County shall pay Seller for work completed up to that date. There shall be no recourse for the Seller as to sums beyond those for work performed to that date, including no recovery allowed for consequential damages, interruption of business, or lost profits anticipated being made hereunder.

### **Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party and approved by the Commissioners Court.

### **Prompt Payment Act**

Payment for goods and services under this contract shall comply with Chapter 2251 of the Texas Government Code, the Texas Prompt Payment Act.

Signatures

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: \_\_\_\_\_

VENDOR

By:  \_\_\_\_\_  
Authorized Agent

ELLIS COUNTY

By: \_\_\_\_\_  
Todd Little, County Judge  
Ellis County, Texas

Attest:

\_\_\_\_\_  
Ellis County Clerk

## Certificate of Interested Parties (Form 1295)

In 2016, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

### The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Ellis County Purchasing Agent, the completed Form 1295 **must** be submitted to Ellis County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to an Ellis County contract.

\*By signing on the "compliance page", your firm agrees to adhere to HB 1295 referenced above.

## Compliance with Federal and State Laws

### Certification of Eligibility

By submitting a bid or proposal in response to this solicitation, the Respondent/Respondent certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

In the event of placement on the list between the time of proposal/proposal submission and time of award, the respondent/proposer will notify the Ellis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

### Disclosure of Interested Parties

By submitting a proposal or proposal in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Ellis County Purchasing Agent, or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of award, renewal, amended or extended contract.

Visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

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

A handwritten signature in cursive script, appearing to read "Bill Jones", written over a horizontal line.

\*This form must be signed. The original with original signature and one (1) copy must be returned with proposal.

## Item 247

### Flexible Base



#### 1. DESCRIPTION

Construct a foundation course composed of flexible base.

#### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

- 2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1  
Material Requirements

Property	Test Method	Grade 1-2	Grade 3	Grade 4 <sup>1</sup>	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0-10	0-10		0-5
7/8"		10-35	-		10-35
3/8"		30-65	-		35-65
#4		45-75	45-75		45-75
#40		65-90	50-85	70-90	
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max <sup>1</sup>	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min <sup>1</sup>		As shown on the plans			
Wet ball mill, % Max	Tex-116-E	40	-	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	-	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	-		-
lateral pressure 3 psi		-	-		90
lateral pressure 15 psi		175	-		175

- Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

- 2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

- 2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:
- 2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
- 2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
- 2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
- 2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
- 2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.
- 2.1.3. **Recycled Material.** Reclaimed asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- 2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
- 2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**
- 2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
- 2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
- Department-required recycled material will not be subject to the requirements in Table 1,
  - Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
  - the final product, blended, will be subject to the requirements in Table 1, and
  - for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

- 2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.
- 2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.
- The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.
- 2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.
- 2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

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### 3. **EQUIPMENT**

Provide machinery, tools, and equipment necessary for proper execution of the work.

- 3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.
- 3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

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### 4. **CONSTRUCTION**

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise approved. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

- 4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on

the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

- 4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

- 4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

- 4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

- 4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within  $\pm 2$  percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

- 4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is

attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

- 4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

- 4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in *Tex-1001-S*. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheel path, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

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## 5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- 5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- 5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- 5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- 5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

- 5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

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## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.4., "Changes in the Work."

- 6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.
- 6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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.

Knife River Corp. - South

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?

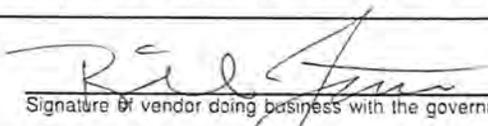
Yes

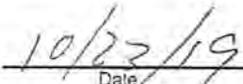
No

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   
Signature of vendor doing business with the governmental entity

  
Date

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

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*  
(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

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

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

(i) a contract between the local governmental entity and vendor has been executed; or

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

### HB 89 Form

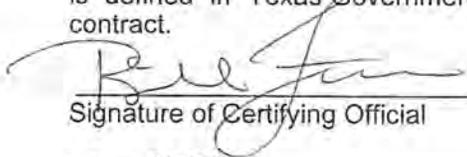
Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

#### **To Be Completed By Vendor:**

"I, Bill Faris (Name of certifying official), the VP/GM (title or position of certifying official) of Knife River Corp. - South (name of company), does hereby verify on behalf of said company to the County that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

  
Signature of Certifying Official

Title: VP/GM

Date: 10/23/19

## SB 252

### CHAPTER 2252 CERTIFICATION

I, Bill Faris, the undersigned representative of Knife River Corp. - South (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Ellis County Purchasing Department.

Bill Faris

Name of Company Representative (Print)

Bill Faris  
Signature of Company Representative

10/23/19  
Date



**Bid Tabulation for FLEX BASE,TYPE A, GRADE 1-2 COMBINATION MIX**

**Bid No. 2019-016**

**Bid Opening Date : October 28, 2019**

**Buyer: Kim Davis**

**NAME OF BIDDER & LOCATION**

Item #	Location	Unit	Total	Knife River Corp-South Waco, TX	Total	JK Excav. Trucking Italy, TX	Total	Martin Marietta Raleigh, NC	Total
<p>The TxDOT Item numbers are from TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. - 2014 Edition</p> <p>All tabulations shown here are for informational purposes only and are subject to evaluation. Entries may contain transcription errors and do not reflect an actual award by the City until contract information is posted.</p>									



**ELLIS COUNTY PURCHASING DEPARTMENT**

E.J. Harbin, MPA, CPPO  
Purchasing Agent

101 W. Main St., Suite 203  
Waxahachie, TX 75165  
Bus. (972) 825-5117  
Fax (972) 825-5119

October 30, 2019

RE: Sole Source Acknowledgment  
New Earthlok, LLC

The attached request for Sole Source Acknowledgement has been received by the Ellis County Purchasing Department from Paul Perry, Commissioner Precinct 3 for the requested purchase of proprietary soil stabilizer and services from New Earthlok, LLC.

It is the recommendation of the Ellis County Purchasing Department and the Purchasing Agent to approve New Earthlok, LLC soil stabilizer as a sole source.

Sincerely,

A handwritten signature in black ink, appearing to read "E.J. Harbin".

E.J. Harbin, MPA, CPPO  
Purchasing Agent  
Ellis County



1832 FM 66 Ste B  
Waxahachie, TX 75167  
Office: 972-923-9698  
Fax: 972-923-9699

October 30, 2019

To Whom It May Concern:

This letter is to confirm that the Earthlok Chemical is a sole source product, manufactured, sold and distributed exclusively by New Earthlok, LLC.

No other vendor or distributor sells these materials, they must be ordered from New Earthlok, LLC. Purchase orders are accepted by phone (972-923-9698) mail (1832 FM 66 Ste B Waxahachie, TX 75167) or fax (972-923-9699).

If you have any further questions regarding this sole source letter please contact Rodney Green, Owner of New Earthlok, LLC (214-325-7860).

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Green".

Rodney Green, Owner  
New Earthlok, LLC



### NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF ELLIS

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Rodney Green, who after being duly sworn on oath stated the following:

My name is Rodney Green. My title is president.  
I am aware that the Ellis County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Ellis County and I hereby warrant that, as of the date below, I am the sole-source supplier of the following item: EARTHOK soil stabilizer  
I am the sole-source supplier of this item because: it is a proprietary blend that we manufacture. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Ellis County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 30 day of October, 2019.

Rodney Green  
[Signature]

Rodney Green  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 30, 2019, by Rodney Green  
[Printed Name]



Donale Thompson  
[Signature] Notary Public  
State of Texas  
My Commission expires on 2/10/2020

**New Earthlok, LLC**  
1832 FM 66 Suite B  
Waxahachie, TX 75167 US  
(972) 923-9698  
www.earthlok.com



# Estimate

**ADDRESS**

Ellis County  
Attn: Beth Allen  
101 W. Main St.  
Ste. B-105  
Waxahachie, TX 75165

**SHIP TO**

Ellis County  
Attn: Beth Allen  
101 W. Main St.  
Ste. B-105  
Waxahachie, TX 75165

**ESTIMATE # 1022**

**DATE 10/30/2019**

**ACTIVITY**

**AMOUNT**

Purchase of 1 gallon of Earthlok™ Soil Stabilizer

75.00

**TOTAL**

**\$75.00**

Accepted By

Accepted Date

New Earthlok, LLC  
1832 FM 66 Suite B  
Waxahachie, TX 75167 US  
(972) 923-9698  
www.earthlok.com



# Estimate

**ADDRESS**

Ellis County  
Attn: Beth Allen  
101 W. Main St.  
Ste. B-105  
Waxahachie, TX 75165

**SHIP TO**

Ellis County  
Attn: Beth Allen  
101 W. Main St.  
Ste. B-105  
Waxahachie, TX 75165

**ESTIMATE # 1023**

**DATE 10/30/2019**

**ACTIVITY**

Injection of Earthlok Soil Stabilizer per  
square foot to a depth of 3 feet.  
(Excluding Water)

**AMOUNT**

0.50

**TOTAL**

**\$0.50**

Accepted By

Accepted Date

Douglas W. Young  
PO Box 340  
Palmer, TX 75152  
August 28, 2019

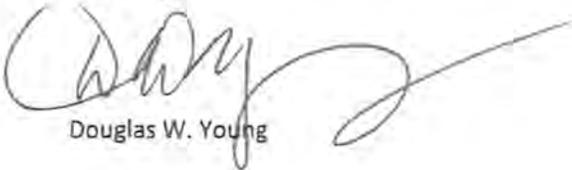
Ellis County Judge                      via email  
Commissioner Precinct 1            via email  
President Ellis County ESD #9       via email

Dear Madam/Sir:

It is with regret that I tender my resignation from the Ellis County Emergency Services District #9 effective September 30, 2019.

I am grateful for having had the opportunity to serve on the board of this fine organization for the past Ten years. I served as Secretary/Treasurer and will be pleased to assist my replacement to assure a smooth transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas W. Young', with a long, sweeping flourish extending to the right.

Douglas W. Young

Cc: Kenny Caldwell  
Cc: John Hancock  
Cc: Rick Davis

# Application for Ellis County Emergency Service District Board

Kathryn

Name Danielle Turner  
 Address PO Box 102  
Palmer TX 575752  
 Phone Home \_\_\_\_\_  
 Work 972-351-5374  
 Mobile 469-820-2287  
 E Mail dturner@townsquaretitle.com  
 Emergency Service District applying for: secretary/treasurer

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

Jeff Vick - fiancée

Do you live within this district? y How long have you lived in Ellis County? 8 yr  
 US Citizen? y Registered voter? y  
 Current employer Town Square Title  
 Military Service yes - US Coast Guard

Have you filed federal income tax returns for the past five (5) years? If no, give details yes

Have you ever been arrested? If yes, give details no

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details. no

Have you ever been delinquent in child support payments? If yes, give details no

Has your driver license ever been suspended? If yes, give details no

Are you or your spouse related to a local, state or federal public official? (name and relationship, if applicable) no

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office?  
no

Please tell us about your business experience and your experience on other boards.  
no experience on other boards  
I have business experience with preparing statements for builders and developers for purchases and interim financing.

What do you hope to accomplish as a member of the Emergency Service District Board?  
I hope to help our department work efficiently.

**CERTIFICATION OF APPLICANT**

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. 9 that I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.

Danielle Jumer  
Applicant's Signature

10/17/19  
Date



**RESOLUTION of the Ellis County Commissioners' Court**

*WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commissioner to provide improvements in indigent defense services in the county; and*

*WHEREAS, the grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and*

*WHEREAS, Ellis County Commissioners' Court has agreed that in the event of loss or misuse of the funds, Ellis County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.*

*NOW, THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and*

*BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.*

*Adopted this 5<sup>th</sup> day of November, 2019:*

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner, Pct 1

\_\_\_\_\_  
Lane Grayson, Commissioner, Pct 2

\_\_\_\_\_  
Paul Perry, Commissioner, Pct 3

\_\_\_\_\_  
Kyle Butler, Commissioner, Pct 4

\_\_\_\_\_  
Attest: Krystal Valdez, County Clerk

# LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE INFORMATION

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

PLEASE SELECT THE TDU IN YOUR AREA:

Oncor     CenterPoint     Sharyland     AEP     TNMP     Entergy     Other \_\_\_\_\_

Please accept this letter as a formal request and authorization to release energy usage data, including kWh, metered kW, billed kW, Power Factor, TDSP Charges, Usage Charges, Taxes & Other Charges and interval data (if applicable) for the designated meters to McKinstry. This includes access to online utility web portals if applicable.

Please enter meter data below. If more than (5) meters service your building(s), please attach a separate document listing all meter ESI Numbers with the corresponding service address.

ESI Numbers (Found on Bill)

Service Address

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

Please forward historical usage information in electronic (Microsoft Excel) format to: [JorgeM@McKinstry.com](mailto:JorgeM@McKinstry.com)

PLEASE ENTER RETAIL ELECTRIC PROVIDER INFORMATION (IF APPLICABLE):

Retail Electric Provider (REP): \_\_\_\_\_ Account Number: \_\_\_\_\_

### AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Name, printed)

\_\_\_\_\_  
(Billing Street Address)

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Telephone)



# LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE INFORMATION

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Natural Gas Provider: \_\_\_\_\_ Account Number (Found on Bill): \_\_\_\_\_

Please accept this letter as a formal request and authorization to release utility data, including usage (Ccf or Therms), Usage Charges, Taxes and all Other Charges for the designated meters to McKinstry. This includes access to online utility web portals if applicable.

Please enter meter data below. If more than (10) meters service your building(s), please attach a separate document listing all meter numbers with the corresponding service address.

Meter Numbers (Found on Bill)

Service Address

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

Please forward historical usage information in electronic (Microsoft Excel) format to: [JorgeM@McKinstry.com](mailto:JorgeM@McKinstry.com)

PLEASE ENTER RETAIL ELECTRIC PROVIDER INFORMATION (IF APPLICABLE):

Retail Electric Provider (REP): \_\_\_\_\_ Account Number: \_\_\_\_\_

## AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Name, printed)

\_\_\_\_\_  
(Billing Street Address)

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Telephone)



# LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE INFORMATION

Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Water Utility Provider: \_\_\_\_\_ Account Number (Found on Bill): \_\_\_\_\_

Please accept this letter as a formal request and authorization to release utility data, including usage (Gallons), sewer charges, usages charges, taxes and all other charges for the designated meters to McKinstry. This includes access to online utility web portals if applicable

Please enter meter data below. If more than (10) meters service your building(s), please attach a separate document listing all meter numbers with the corresponding service address.

Meter Numbers (Found on Bill)

Service Address

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_

Please forward historical usage information in electronic (Microsoft Excel) format to: [JorgeM@McKinstry.com](mailto:JorgeM@McKinstry.com)

PLEASE ENTER RETAIL ELECTRIC PROVIDER INFORMATION (IF APPLICABLE):

Retail Electric Provider (REP): \_\_\_\_\_ Account Number: \_\_\_\_\_

## AUTHORIZATION

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

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

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Name, printed)

\_\_\_\_\_  
(Billing Street Address)

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Telephone)



## RESOLUTION of the Ellis County Commissioners' Court

*WHEREAS, it is the desire of the Ellis County Commissioners to declare its support of the Second Amendment to the United States Constitution and the Texas Constitution protecting citizens inalienable and individual right to keep and bear arms; and,*

*WHEREAS, the members of Ellis County Commissioners took an oath to support and defend the United States Constitution, the Constitution of the State of Texas and laws of the State of Texas (insofar as they are constitutional), and,*

*NOW THEREFORE, BE IT RESOLVED by the Commissioners of the County of Ellis by the authority granted to the Commissioners by the laws of the State of Texas and people of Ellis County, Texas to stand and defend their rights and liberties, which are guaranteed by the United States and Texas Constitutions, we hereby declare this Resolution as follows:*

*Second Amendment Preservation Resolution Designating Ellis County a Second Amendment "Sanctuary County"*

*BE IT FURTHER RESOLVED that this Commissioners Court affirms its support for the duly elected Sheriff of Ellis County, Texas in the exercise of his sound discretion and affirms its resolve to support decisions by our Sheriff to not enforce any unconstitutional firearms against: any citizen.*

*BE IT FURTHER RESOLVED that this Commissioners Court will not authorize or appropriate government funds, resources, employees, agencies, contractors, buildings, detention centers or offices for the purpose of enforcing law that unconstitutionally infringes on the right of the people to keep and bear arms.*

*Adopted this 5<sup>th</sup> day of November, 2019:*

\_\_\_\_\_  
Todd Little, County Judge

\_\_\_\_\_  
Randy Stinson, Commissioner, Precinct 1

\_\_\_\_\_  
Lane Grayson, Commissioner, Precinct 2

\_\_\_\_\_  
Paul Perry, Commissioner, Precinct 3

\_\_\_\_\_  
Kyle Butler, Commissioner, Precinct 4

\_\_\_\_\_  
Attest: Krystal Valdez, County Clerk