

Bid Tabulation

Project: Client Name: Lamb County
 Project Name: Jail Demolition
 Project Address: Lamb County Courthouse

Bid Date: 2/2/2017
Bid Time: 2:00 PM
CHA Project No.: 1621

Chapman Harvey Architects, Inc.
 612 Broadway
 Lubbock, Texas 79401
 806-749-1153 (fax) 749-1866



Bidder	Project Forms	Bid Amount	Bid Days	Addendas	Bonds
1. Teinert Construction Clovis Road Texas 79415	4009 Lubbock, Project Forms <input checked="" type="checkbox"/>	\$ 84,000.00		Ad 1 <input checked="" type="checkbox"/> Ad 2 <input checked="" type="checkbox"/>	Bid Bond <input checked="" type="checkbox"/> P&P <input checked="" type="checkbox"/>
2. Johnson General Contractors Group 3407 40th Street Lubbock, Tx 79413	Project Forms <input checked="" type="checkbox"/>	\$ 126,000.00		Ad 1 <input checked="" type="checkbox"/> Ad 2 <input checked="" type="checkbox"/>	Bid Bond <input checked="" type="checkbox"/> P&P <input checked="" type="checkbox"/>
3.	Project Forms <input type="checkbox"/>			Ad 1 <input type="checkbox"/> Ad 2 <input type="checkbox"/>	Bid Bond <input type="checkbox"/> P&P <input type="checkbox"/>
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Project Floor Area (sf) = NA

PROPOSAL CERTIFICATION FORM

The undersigned respondent affirms and certifies the following statements:

1. Respondent has carefully examined all instructions, requirements, specifications, terms, and conditions of this proposal.
2. Respondent is duly authorized to execute this contract.
3. Respondent is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of this proposal.
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of this proposal. Further, if awarded, the respondent agrees to perform the requirements, specifications, terms, and conditions of this proposal.
5. All statements, information, and representations prepared and submitted in response to this proposal are current, complete, true, and accurate. Furthermore, that respondent shall be bound by all statements, representations, warranties, and guarantees made in this proposal.
6. This proposal response has been independently arrived at and prepared without collusion with any other vendor, and that the contents of this proposal response as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official receiving of this proposal.
7. The accompanying proposal response is not the result of, or affected by an unlawful act of collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, it is understood that fraud and unlawful collusion are crimes under federal law and can result in fines, prison sentences, and civil damage awards.
8. The respondent acknowledges that this response, and any other documents when properly accepted by the District, will be an integral part of any contract awarded as a result of the response submitted.

THIS PROPOSAL CERTIFICATION MUST BE COMPLETE AND SIGNED. FAILURE TO COMPLETE AND SIGN WILL BE SUFFICIENT REASON FOR REJECTION OF RESPONSE.

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME Allen Teinert Construction Co.

SIGNATURE  _____

PRINTED NAME Chad Henthorn

POSITION/TITLE President

ADDRESS 4009 Clovis Road

(St. or Box No.)

Lubbock Texas 79415

City State Zip

PHONE NUMBER 806-744-2801

FAX NUMBER 806-744-2401

EMAIL ADDRESS Chad@teinert.com

THIS FORM MUST BE RETURNED WITH PROPOSAL

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Bid Bond
SURETY DEPARTMENT**

Conforms with the American Institute of
Architects, A.I.A Documents No. A-310

KNOW ALL MEN BY THESE PRESENTS,

That we, Allen Teinert Construction Co., Inc. dba Teinert Commercial Building Services, Inc. as Principal hereinafter called the Principal, and Westfield Insurance Company a corporation created and existing under the laws of the State of Ohio whose principal office is in Westfield Center, OH as Surety, hereinafter called the Surety, are held and firmly bound unto Lamb County Courthouse as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (**\$5% GAB**)

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Jail Demolition at Lamb County Courthouse

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 2nd day of February, 2017

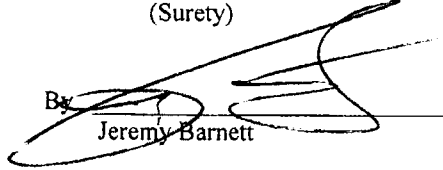
Allen Teinert Construction Co., Inc. dba Teinert Commercial Building Services, Inc.

(Principal)

By  (SEAL)

Westfield Insurance Company

(Surety)

By  (SEAL)
Jeremy Barnett Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
POWER # AND ISSUED PRIOR TO 05/27/14, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 4220012 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 27th day of MAY A.D., 2014 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 27th day of MAY A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of February, A.D. 2017 .



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

Proposal
 Jail demolition
 Lamb County Courthouse
 100 6th Drive
 Littlefield, Texas 79369

Date: February 2, 2017

Proposal of	<u>Teinert Commercial Building Services</u>	<u>Chad Henthorn</u>
	Company Name	Company President
	<u>4009 Clovis Road, Lubbock, TX 79415</u>	
	Address	
	<u>806.744.2801</u>	<u>806.744.2401</u>
	Telephone	Fax

Dear Sir:

Having carefully examined the drawings, specifications, and related bid documents and addenda to the same, for the above referenced project, as prepared by Chapman Harvey Architects, Inc., Architects, Lubbock, Texas, as well as the premises and other conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the work in accordance with the contract documents.

Item	Unit	Description of Item and Unit
Base Bid	Lump	Demolition of existing jail cells, window bars and associated jail fixtures.
	Sum	<u>EIGHTY-FOUR THOUSAND DOLLARS + ⁰⁰/₁₀₀</u> Dollars
		and <u>84,000. ⁰⁰/₁₀₀</u> Cents.

Complete the following:

The undersigned acknowledges receipt of 2 Addenda to these plans and specifications;
 Addendum No. 1 Date 12-19-16; Addendum No. 2 Date 1-16-17;
 Addendum No. _____ Date _____; Addendum No. _____ Date _____.

If awarded the contract, the undersigned agrees to commence work under this contract on or before a date to be specified in Written Notice to Proceed and to substantially complete the project within 60 (Proposer to fill in number of days), unless modified by change order, and agrees to pay the Owner \$500.00 per day as liquidated damages for each day the completion of this project extends beyond the construction days per Phase.

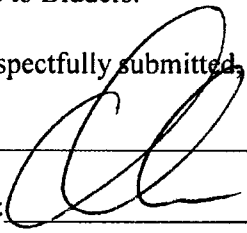
The undersigned agrees to comply with all portions of Article 3.9 in the General Conditions of the Contract for Construction and the Supplementary Conditions, Article 3.9.1. Breach of Article 3.9 will be cause for contract termination.

The undersigned agrees, if awarded the contract, to execute contract for the above work within ten business (10) days after notification of award. The undersigned shall also include the submittals according to paragraph 6.3.1 of the Instructions to Bidders, AIA Document A701. A written "Notice

to Proceed" by the Architect shall be issued prior to the start of work. The undersigned also agrees to execute and deliver to the Architect within three (3) days of signing of the contract (Paragraph 7.2.1, Instructions to Bidders), a performance and a payment bond, of approved form through an approved bonding company, duly authorized to do business in the State of Texas, A.M. Best rating of A+ or better, which is acceptable surety within their underwriting limitation on bonds in favor of Lamb County.

The undersigned further agrees that a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the proposal, payable to Lamb County, accompany this proposal. The five percent amount is the measure of liquidated damages the Owner will sustain by the failure of the undersigned to execute and deliver the above named agreement and in failure to furnish the performance bond and the payment bond. The certified check, cashier's check, or bid bond shall become the property of the Owner. If this proposal is not accepted within thirty calendar (30) days of the time set for the submission of bids, or if the undersigned executes and delivers said contract and bonds, the check shall be returned on receipt thereof. The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the date of opening thereof. The Bidder understands that the Owner reserves the right to accept or reject any and all bids and to waive all formalities according to Article 5, Instructions to Bidders.

Respectfully submitted,


_____ CHAD HENTHORN

By: _____

Title: President

(bidder's corporate seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2016

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 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).

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087	CONTACT NAME: Wendy Van Orden PHONE (A.C. No. Excl): (972) 771-4071 FAX (A.C. No.): (972) 771-4695 E-MAIL ADDRESS: wvanorden@kandsins.com														
INSURED Allen Teinert Construction Co., Inc., dba Teinert Commercial Building Services, Inc. P.O. Box 5327 Lubbock TX 79408	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United Fire & Casualty Company</td> <td style="text-align: center;">13021</td> </tr> <tr> <td>INSURER B: Travelers Prop Cas Co of Amer</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Co.</td> <td style="text-align: center;">22945</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Fire & Casualty Company	13021	INSURER B: Travelers Prop Cas Co of Amer	25674	INSURER C: Texas Mutual Insurance Co.	22945	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 16/17 Std. Liability **REVISION NUMBER:**

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	ADDITIONAL INSURED	SUBROGATION	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			85320380	3/26/2016	3/26/2017	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 Internet Security & Privacy \$ 25,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			85320380	3/26/2016	3/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP-31MS4191-16-NF	3/26/2016	3/26/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0010036703	3/26/2016	3/26/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

***ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS.**

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes Only

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
 Gary Thompson/ORDEN *Gary W. Thompson*

COMMENTS/REMARKS

Additional Insured Form #CG7208 02/15 Applies to the General Liability Policy. Additional Insured Completed Operations Form #CG2037 04/13 Applies to the General Liability Policy. Additional Insured Form #CA7109 01/06 Applies to the Business Auto Policy. Umbrella follows General Liability and Auto Liability form Form #SU001 02/14. Waiver of Subrogation Form # CG7208 02/15 Applies to the General Liability Policy. Waiver of Subrogation Form # CA7109 01/06 Applies to the Business Auto Policy. Waiver of Subrogation Form #WC420304B 06/14Applies to the Workers Compensation Policy. Waiver of Subrogation Form #SU065 02/14 Applies to the Umbrella Liability Policy. Primary & Non-Contributory Form #CG2001 04/13 Applies to General Liability Policy.

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS.

THIS DOCUMENT IS BEING RELEASED UNDER PROPOSAL

Proposal Qualification Form

Please list 5 or more projects completed by Proposer on commercial and/or public entity projects of similar size, type and complexity.

Name of project: Contact Name: Contact Number: Contact e-mail:

1. Hockley County Annex Randy Ferguson 806.893.1980 rferguson@hockleycounty.org
2. Lubbock County 6th Floor Lyle Fetterly 806.775.1009 lfetterly@co.lubbock.tx.us
3. Lubbock County Sherrif's Office Lyle Fetterly 806.775.1009 lfetterly@co.lubbock.tx.us
4. Lubbock County 7th Floor Lyle Fetterly 806.775.1009 lfetterly@co.lubbock.tx.us
5. Centennial Bank Slaton Mark Few 806.775.8128 mark.few@bankoncb.com

Please list 5 or more completed projects the proposed on site Foreman has completed on commercial and/or public entity projects of similar size, type and complexity.

1. Hockley County Annex Randy Ferguson 806.893.1980 rferguson@hockleycounty.org
2. Lubbock County 7th Floor Lyle Fetterly 806.775.1009 lfetterly@co.lubbock.tx.us
3. Centennial Bank Slaton Mark Few 806.775.8128 mark.few@bankoncb.com
4. Norton Drilling Jay Norton 806.785.8401 jnorton@nortonenergy.com
5. Rip Griffin Snyder Glenn Blake 806.747.2505 gblake@ripgriffin.com

Please list each subcontractor's company name and trade submitted for proposed project

- | | |
|--------------------------------------|--------------------------------|
| 1. <u>ENCO - Demolition</u> | 3. <u>Independent Electric</u> |
| 2. <u>Comfort Masters - Plumbing</u> | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |

THIS DOCUMENT IS BEING RELEASED UNDER PROPOSAL

DEVIATION FORM

All deviations to this solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the vendor assures the District of their full compliance with the Terms and Conditions and Specifications.

THIS DEVIATION FORM MUST BE SIGNED BY EACH VENDOR, WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL.

DEVIATIONS:

Page/Item #

Detailed Deviation

1. INCLUDES PLACING SCRAP IN DUMPSTER ON SITE PROVIDED BY JARVIS METALS.
2. INCLUDES REMOVAL OF 1 WINDOW FOR DEMOLITION + REMOVAL OF DEMOLISHED ITEMS.

No Deviations

Company Name Allen Teinert Construction Co.

By 

Date: 1/25/17

Authorized Representative - must sign by hand

DEBARMENT OR SUSPENSION

Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities, including school districts, from contacting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors (Vendors) receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation below, the respondent affirms that neither they nor their principals are suspended or debarred by a federal agency.

Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

FELONY CONVICTION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

- My firm is a publicly-held corporation; therefore this reporting requirement is not applicable
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has been convicted of a felony:

CERTIFICATE OF RESIDENCY

Pursuant to Government Code, Chapter 2252, Subchapter A, the District must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

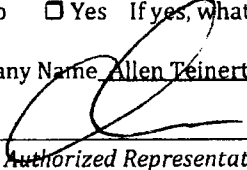
"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident bidder" refers to a person who is not a resident.

My company is a "resident bidder"

- My company is a "nonresident bidder" of _____ (the state your principal place of business is located)
Does your "resident state" require bidders whose principle place of business is in Texas to underbid vendors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Resident state" means the state in which the principle place of business is located.
No Yes If yes, what is the amount or percentage? _____

Company Name Allen Teinert Construction Co.

By  Date: 1-25-17
Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		

Adopted 06/29/2007

CONFLICT OF INTEREST



PROPOSAL FORMS

WORKERS COMPENSATION AGREEMENT
REQUIRED WORKERS' COMPENSATION COVERAGES
28 TAC 110.110(C)(7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

PROPOSAL FORMS

Procurement and Contracting Documents

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

BY Chad Henthorn

(Please type or print)

SIGNATURE 

ADDRESS 4009 Clovis Road, Lubbock, Texas 79415

THIS FORM MUST BE RETURNED WITH PROPOSAL

DEBARMENT OR SUSPENSION/FELONY CONVICTION/RESIDENT VENDOR

PROPOSAL FORMS

Procurement and Contracting Documents

PROPOSAL CERTIFICATION FORM

The undersigned respondent affirms and certifies the following statements:

1. Respondent has carefully examined all instructions, requirements, specifications, terms, and conditions of this proposal.
2. Respondent is duly authorized to execute this contract.
3. Respondent is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of this proposal.
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms, and conditions of this proposal. Further, if awarded, the respondent agrees to perform the requirements, specifications, terms, and conditions of this proposal.
5. All statements, information, and representations prepared and submitted in response to this proposal are current, complete, true, and accurate. Furthermore, that respondent shall be bound by all statements, representations, warranties, and guarantees made in this proposal.
6. This proposal response has been independently arrived at and prepared without collusion with any other vendor, and that the contents of this proposal response as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official receiving of this proposal.
7. The accompanying proposal response is not the result of, or affected by an unlawful act of collusion with another company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations, and/or policies. Furthermore, it is understood that fraud and unlawful collusion are crimes under federal law and can result in fines, prison sentences, and civil damage awards.
8. The respondent acknowledges that this response, and any other documents when properly accepted by the District, will be an integral part of any contract awarded as a result of the response submitted.

THIS PROPOSAL CERTIFICATION MUST BE COMPLETE AND SIGNED. FAILURE TO COMPLETE AND SIGN WILL BE SUFFICIENT REASON FOR REJECTION OF RESPONSE.

PROPOSAL SUBMITTED BY:

COMPANY LEGAL NAME Johnson General Contractors Group LLC

SIGNATURE [Signature]

PRINTED NAME TRUY JOHNSON

POSITION/TITLE owner/member

ADDRESS 3407 40th St.

(St. or Box No.)
Willet TX 79413
City State Zip

PHONE NUMBER 806 790 7788

FAX NUMBER _____

EMAIL ADDRESS diamondj@suddenlink.net

THIS FORM MUST BE RETURNED WITH PROPOSAL

BOND #EAIC090000061



**Endurance American Insurance Company
Bid Bond**

Know all men by these presents:

That we, the undersigned JOHNSON GENERAL CONTRACTORS GROUP, LLC,
3407 40TH STREET, LUBBOCK, TX 79413, as Principal (hereinafter the "Principal"),
and Endurance American Insurance Company, 750 Third Avenue, 2nd Floor, New York, NY 10017, a
Delaware corporation (hereinafter the "Surety"), are held and firmly bound unto
LAMB COUNTY TEXAS,
(hereinafter the "Obligee") in the penal
sum of 5% OF AMOUNT BID
\$5% OF AMOUNT BID for the payment of which sum the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, as provided herein.

Whereas, the Principal has submitted a bid for
JAIL DEMOLITION AT LAMB COUNTY COURTHOUSE

Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and materials furnished in prosecution thereof, or in the event of the failure of the Principal to enter into
such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the Obligee may reasonably contract
with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain
in full force and effect. The liability of the Surety hereunder shall in no event exceed the lesser of: (a) the penalty hereof; or
(b) the difference between the amount specified in the Principal's bid and any larger amount for which the Obligee
reasonably contracts with another party to perform the work specified in the Principal's bid.

Signed and sealed this 2ND day of FEBRUARY, 2017.

Principal: JOHNSON GENERAL CONTRACTORS GROUP, LLC

By: [Signature] owner/member
Name & Title:

(SEAL)

Surety: Endurance American Insurance Company
By: [Signature]
Name: DAWN R. TAYLOR
(Attorney-in-Fact)

ENDURANCE AMERICAN INSURANCE COMPANY

POAI000004161 090

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 750 Third Avenue, New York, NY 10017, has made, constituted and appointed and by these presents, does make, constitute and appoint KIRK KILLOUGH, ALICIA GRUMBLES, TRACY L. MILLER, MITCHELL JENNINGS, JAMES R. REID, CAREY BRENT AYCOCK, DAWN TAYLOR, AARON ENDRIS, MARY ELLEN MOORE, TRICIA BALOLONG its true and lawful Attorney(s)-in-fact, at LUBBOCK in the State of TX and each of them to have full power to act without the other or others, to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, the signatures of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at 12:01 a.m. (Standard Time where said attorney(s)-in-fact is authorized to act) December 7, 2019

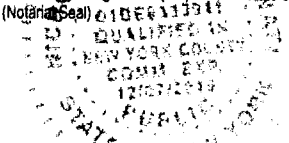
IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 6th day of October, 2016 at New York, New York.

(Corporate Seal)
ATTEST: *Richard M Appel*
RICHARD M. APPEL, SENIOR VICE PRESIDENT

ENDURANCE AMERICAN INSURANCE COMPANY
By *Brian Beggs*
BRIAN BEGGS, EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 6th day of October 2016 before me personally came BRIAN BEGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that (s)he knows the Seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati

Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF WESTCHESTER

I, CHRISTOPHER SPARRO the PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

RICHARD M. APPEL, BRIAN BEGGS

And be it further:

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned hereby certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of February 2017

(Corporate Seal)
Christopher Sparro
CHRISTOPHER SPARRO, PRESIDENT

Policyholder Notice

TEXAS - IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the company's telephone number for
information or to make a complaint at:

1-877-676-7575

You may write the Company at:

**Endurance American Insurance Company
Attention: Surety
750 Third Avenue
New York, NY 10017**

You may contact the Texas Department of
Insurance to obtain information on companies,
coverages, rights or complaints at:

1-800-252-3439

You may write the

**Texas Department of Insurance
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 490-1007**

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a
dispute concerning your premium or about a claim
you should contact the company first. If the dispute
is not resolved, you may contact the Texas
Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice
is for information only and does not become a part
or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una
queja:
Usted puede llamar al numero de telefono de la
compania para informacion o para someter una
queja al:

1-877-676-7575

Usted tambien puede escribir a:

**Endurance American Insurance Company
Attention: Surety
750 Third Avenue
New York, NY 10017**

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion acerca
de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al

**Departamento de Seguros de Texas
PO Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771**

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene
una disputa concerniente a su prima o a un
reclamo, debe comunicarse con la compania
primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

Proposal

Jail demolition
Lamb County Courthouse
100 6th Drive
Littlefield, Texas 79369

Date: 2-2-17

Proposal of Johnson's General Contractors Group LLC Troy Johnson
Company Name Company President
3407 40th St. Lubbock, TX 79413
Address
(806) 790-7188 diamondj@suddenlink.net
Telephone Fax/N/A Email

Dear Sir:

Having carefully examined the drawings, specifications, and related bid documents and addenda to the same, for the above referenced project, as prepared by Chapman Harvey Architects, Inc., Architects, Lubbock, Texas, as well as the premises and other conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the work in accordance with the contract documents.

Item	Unit	Description of Item and Unit
Base Bid	Lump Sum	Demolition of existing jail cells, window bars and associated jail fixtures.
		Sum <u>One hundred Twenty Six Thousand</u> Dollars and <u>00</u> Cents. <u>\$ 126,000⁰⁰</u>

Complete the following:

The undersigned acknowledges receipt of _____ Addenda to these plans and specifications;
Addendum No. 1 Date 12/19/16; Addendum No. 2 Date 1/16/17;
Addendum No. _____ Date _____; Addendum No. _____ Date _____.

If awarded the contract, the undersigned agrees to commence work under this contract on or before a date to be specified in Written Notice to Proceed and to substantially complete the project within 60 (Proposer to fill in number of days), unless modified by change order, and agrees to pay the Owner \$500.00 per day as liquidated damages for each day the completion of this project extends beyond the construction days per Phase.

The undersigned agrees to comply with all portions of Article 3.9 in the General Conditions of the Contract for Construction and the Supplementary Conditions, Article 3.9.1. Breach of Article 3.9 will be cause for contract termination.


The undersigned agrees, if awarded the contract, to execute contract for the above work within ten business (10) days after notification of award. The undersigned shall also include the submittals according to paragraph 6.3.1 of the Instructions to Bidders, AIA Document A701. A written "Notice

to Proceed" by the Architect shall be issued prior to the start of work. The undersigned also agrees to execute and deliver to the Architect within three (3) days of signing of the contract (Paragraph 7.2.1, Instructions to Bidders), a performance and a payment bond, of approved form through an approved bonding company, duly authorized to do business in the State of Texas, A.M. Best rating of A+ or better, which is acceptable surety within their underwriting limitation on bonds in favor of Lamb County.

The undersigned further agrees that a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the proposal, payable to Lamb County, accompany this proposal. The five percent amount is the measure of liquidated damages the Owner will sustain by the failure of the undersigned to execute and deliver the above named agreement and in failure to furnish the performance bond and the payment bond. The certified check, cashier's check, or bid bond shall become the property of the Owner. If this proposal is not accepted within thirty calendar (30) days of the time set for the submission of bids, or if the undersigned executes and delivers said contract and bonds, the check shall be returned on receipt thereof. The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the date of opening thereof. The Bidder understands that the Owner reserves the right to accept or reject any and all bids and to waive all formalities according to Article 5, Instructions to Bidders.

Respectfully submitted,

Johnson General Contractors Group LLC

By: Troy Johnson 

Title: owner / member

(bidder's corporate seal)

corporation has no seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2017

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 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).

PRODUCER Higginbotham Insurance Agency, Inc. 9818 Slide Road Suite 302 Lubbock TX 79424	CONTACT NAME: Lily Garza PHONE (A/C No., Ext.): 806-798-2700 FAX (A/C No.): 806-798-2070 E-MAIL ADDRESS: lgarza@higginbotham.net													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C: Ohio Security Insurance Company</td> <td>24082</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Company	22945	INSURER B: Evanston Insurance Company	35378	INSURER C: Ohio Security Insurance Company	24082	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED JOHNS81 Johnson General Contractors Group LLC 3407 40th Street Lubbock TX 79413														

COVERAGES **CERTIFICATE NUMBER: 1772897471** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA122842	12/15/2016	12/15/2017	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 - COMMER AGG \$1,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			BAS57059495	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <input checked="" type="checkbox"/> N/A			SBP0001304500	4/15/2016	4/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

Lamb County 100 6th Drive Littlefield TX 79369	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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Procurement and Contracting Documents

Proposal Qualification Form

Please list 5 or more projects completed by Proposer on commercial and/or public entity projects of similar size, type and complexity.

Name of project: Contact Name: Contact Number: Contact e-mail:

1. LVAE Renovations Jenny Coleman 806 790 7505 jennycol@swbell.net
2. True Value - Red Oak Kae Liles 806 787 4024 sel@swbell.net
3. Miller Family Service Benny Miller 806 778 2009 BMM121470@yahoo.com
4. Kironic Dr. Scott Dalbeck 806 548 2999 tfauikner@kironic.com
5. DBAT Lubbock Britt Carmichael 806 474 3248 britt@dbatlubbock.com
6. Crickets Michael Korman 409-995-9692 michael@nckcapital.com
7. Lubbock Courthouse Lyle Fetterly 806 775 1003 lfetterly@co.lubbock.tx.us

active

Please list 5 or more completed projects the proposed on site Foreman has completed on commercial and/or public entity projects of similar size, type and complexity.

1. LVAE Renovations Jenny Coleman 806 790 7505 jennycol@swbell.net
2. True Value - Red Oak Kae Liles 806 787 4024 sel@swbell.net
3. Miller Family Service Benny Miller 806 778 2009 BMM121470@yahoo.com
4. DBAT Lubbock Britt Carmichael 806 474 3248 britt@dbatlubbock.com
5. City of Lubbock CD Russell Sell 806 775 3266 RSell@mail.ci.lubbock.tx.us
6. City of Abilene Mike Gupert 806 777 3972 _____
7. City of Petersburg Ronald Hagganier 806 667 0153 _____

Please list each subcontractor's company name and trade submitted for proposed project

1. Ken's Demolition/Ken Stridam
2. Action Electric - Electrical
3. Hub City Plumbing - Plumbing
4. _____
5. _____
6. _____
7. _____
8. _____

THIS FORM MUST BE RETURNED WITH PROPOSAL

WORKERS COMPENSATION AGREEMENT
 REQUIRED WORKERS' COMPENSATION COVERAGES

Procurement and Contracting Documents

DEVIATION FORM

All deviations to this solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the vendor assures the District of their full compliance with the Terms and Conditions and Specifications.

THIS DEVIATION FORM MUST BE SIGNED BY EACH VENDOR, WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND SUBMITTED WITH THIS PROPOSAL.


DEVIATIONS:

Page/Item #

Detailed Deviation

No Deviations

Company Name Johnson General Contractors Group LLC

By  Date: 2-2-17
Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

PROPOSAL FORMS

Procurement and Contracting Documents

28 TAC 110.110(C)(7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;

Procurement and Contracting Documents

2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

BY Johnson General Contractors Group LLC - Troy Johnson
(Please type or print)

SIGNATURE 

ADDRESS 3107 40th St - Lubbock, Tx 79413

THIS FORM MUST BE RETURNED WITH PROPOSAL

DEBARMENT OR SUSPENSION/FELONY CONVICTION/RESIDENT VENDOR

PROPOSAL FORMS

Procurement and Contracting Documents

DEBARMENT OR SUSPENSION

Federal Law (A-102) Common Rule and OMB Circular (A-110) prohibits non-federal entities, including school districts, from contacting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients). Contractors (Vendors) receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred. By signature of this solicitation below, the respondent affirms that neither they nor their principals are suspended or debarred by a federal agency.

Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

FELONY CONVICTION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

- My firm is a publicly-held corporation; therefore this reporting requirement is not applicable
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has been convicted of a felony:

CERTIFICATE OF RESIDENCY

Pursuant to Government Code, Chapter 2252, Subchapter A, the District must be provided the following information for a response to be accepted. "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident bidder" refers to a person who is not a resident.

- My company is a "resident bidder"
- My company is a "nonresident bidder" of _____ (the state your principal place of business is located)
Does your "resident state" require bidders whose principle place of business is in Texas to underbid vendors whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Resident state" means the state in which the principle place of business is located.
No Yes If yes, what is the amount or percentage? _____

Company Name Johnson General Contractors Group LLC

By [Signature] Date: 2-2-17
Authorized Representative - must sign by hand

THIS FORM MUST BE RETURNED WITH PROPOSAL

Procurement and Contracting Documents

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY	
Date Received	

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

Johnson General Contractors Group LLC

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4 
 Signature of person doing business with the governmental entity

2-2-17
 Date

Adopted 07/23/2007

CONFLICT OF INTEREST

THIS FORM MUST BE RETURNED WITH PROPOSAL

PROPOSAL FORMS

THIS FORM MUST BE RETURNED WITH BID

WORKERS COMPENSATION AGREEMENT
REQUIRED WORKERS' COMPENSATION COVERAGES
28 TAC 110.110(C)(7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

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Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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Procurement and Contracting Documents

08/10

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BY Troy Johnson - Johnson General Contractors Group LLC
(Please type or print)

SIGNATURE 

ADDRESS 3407 40th St. Lubbock, TX 79413

THIS FORM MUST BE RETURNED WITH BID

PROPOSAL FORMS