

CITY OF BRECKENRIDGE TEXAS

PROJECT MANUAL

FOR

2022 TEXAS COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
TX CDBG NO.: CDM22-0020

DOWNTOWN REVITALIZATION PROGRAM
SIDEWALK IMPROVEMENTS

APRIL 2024



Enprotec | Hibbs & Todd Celebrating 75 years

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TEXAS

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TX CDBG CONTRACT NO.: CDM22-0020

DOWNTOWN REVITALIZATION PROGRAM
SIDEWALK IMPROVEMENTS

APRIL 2024



4/11/2024

Sage Diller



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Invitation for Bids

The City of Breckenridge will receive bids for the 2022 TxCDBG No. CDM22-0020 Downtown Revitalization Program Sidewalk Improvements project until **11:00 a.m.** on **Thursday, May 2, 2024** at the Breckenridge City Hall, located at 105 N. Rose Avenue, Breckenridge, Texas 76424, at which time the Bids received will be publically opened and read aloud.

Bids are invited for several items and quantities of work as follows: ADA Sidewalk improvements to include approximately 850 SY of concrete sidewalk. Additional improvements include site demolition, handicap ramps, utility relocation, striping and other miscellaneous items.

The Bidding Documents, including Drawings and Technical Specifications may be obtained from Civcast at www.civcastusa.com. Prospective Bidders may examine the Bidding Documents, Drawings and Technical Specifications at the Engineer's Office on Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m., and the City of Breckenridge's office, on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to the City of Breckenridge or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The City of Breckenridge reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of Breckenridge for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

All contractors/subcontractors who's System for Award Management ([SAM.gov](https://www.sam.gov)) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project

City of Breckenridge
Cynthia Northrop, City Manager
April 17, 2024

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000.]. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the total bid price and the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

c. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is the City of Breckenridge; the contract ID number is 8699 (Engineers Project No.); and the description of goods and services is Downtown Revitalization Program Sidewalk Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake**

responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

J.H Strain & Sons, Inc PO Box 277 Tye, TX 79563

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)



Kent Strain, Vice President

4/30/2024

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient) <i>City of Breckenridge Breckenridge, TX 79421</i>	DATE <i>05-02-2024</i>
C/O <i>Cynthia Northrop</i>	PROJECT NUMBER (if any) <i>CDM22-0020</i>
	PROJECT NAME <i>2022 TxCDBG</i>

1. The undersigned, having executed a contract with *City of Breckenridge* for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

J.H. Strain & Sons, Inc. PO Box 277 Tye, TX 79563

- (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF <i>Texas</i>
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Steve Strain	President	
Kent Strain	Vice President	
Ross Strain	Secretary	

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date 4-30-24

J.H. Strain & Sons, Inc.
(Contractor)

By [Signature]

**Texas House Bill 89
VERIFICATION**

Texas Government Code, Section 2270.001

CHAPTER 2270. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

I, Kent Strain, (Company Representative Name) the undersigned representative of S.H. Strain & Sons, Inc., (Company or Business name) hereinafter referred to as "Company", verify that the Company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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

Pursuant to Section 2270.001, Texas Government Code:

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

b) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Kent Strain, Vice President
Name of Company Representative (Print)


Signature of Company Representative

4-30-24
DATE

**Texas Senate Bill 252
CERTIFICATION**

Texas Government Code, Chapter 2252
SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

I, Kent Strain, (Company Representative) the undersigned representative of J.H. Strain & Sons, Inc. (Company or business name), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is:

1. 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.
2. does not have contracts with, provide supplies or services to or are doing business with Iran, Sudan, or a foreign terrorist organization.

Pursuant to Section 2252, 0.001, Texas Government Code

- a) *"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.*
- b) *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Kent Strain, Vice President
Name of Company Representative (Print)

Ks
Signature of Company Representative

4-30-24
Date

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The Corporation does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Kent Strain

(Address) J. H. Strain & Sons, Inc
PO Box 277
Tye, TX 79563
City State Zip

Telephone Number 325) 692 - 0067 Voice
() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)
County of Taylor)

Kent Strain, being first duly sworn, deposes and says that:

(1) He/She is Vice President of J.H. Strain & Sons, Inc. the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Breckenridge or any person interested in the proposed Contract; and

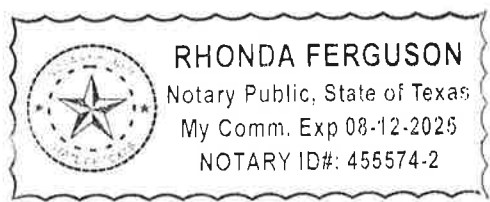
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) K+Strain
Vice President
Title

Subscribed and sworn to me this 24th day of April, 2024

By, Rhonda Ferguson
Notary Public

My commission expires 8-12-2025



Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, J.H. Strain & Sons, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Kent
Signature of Contractor's Authorized Official

Kent Strain Vice President
Printed Name and Title of Contractor's Authorized Official

9-30-24
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: <div style="text-align: center; font-size: 2em; color: blue; font-family: cursive;">N/A</div>		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: <div style="text-align: center;">\$</div>	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Kent Strain</u> Title: <u>V.P.</u> Telephone No.: <u>225-623-0667</u> Date: <u>4-20-24</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

J.H. Strain & Sons, Inc.

agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Breckenridge.

- A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of *J.H. Strain & Sons, Inc.*, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature *K. Strain*

Printed Name *Kent Strain*

Title *Vice President*

Date *4-30-24*

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
TxDot	10	105,280,000	65%	1,000,000

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/Residents
1124	6	4	2	2
1172	5	3	2	2
1175	1	1	0	0
Totals				

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – construction, materials, or types of subcontracts. (for example: electrical, plumbing, concrete, boring, etc.)

Approximate Total Dollar Amount – Total amount of each contract.

Estimated Percentage of Contract to Local Business – What percentage of each type of contract will be spent locally? (for example: will you hire any local employees or subcontractors?)

Estimated \$ Amount to Local Business – How many dollars will be spent locally for each type of contract? (for example: will you hire any local employees or subcontractors?)

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate.

Total Estimated Positions – List the number of employees for each work classification you will need on this project.

Number of Positions Currently Filled – List the number of estimated positions you currently have filled.

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled.

Number of Positions to Fill with Low to Moderate Residents – List the number of local residents you plan to employ to fill the estimated positions not filled.

CODE OF CONDUCT

CONFLICT OF INTEREST POLICY PERTAINING TO PROCUREMENT PROCEDURES

As a Grant Recipient of a TxCDBG contract, the City of Breckenridge shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Breckenridge shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Breckenridge shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any grant-related function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under TxCDBG contract or award, or that is required to complete some or all work under a TxCDBG contract in order to meet any National Program Objectives.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Breckenridge's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.



Bob Sims, Mayor
City of Breckenridge



Date

CÓDIGO DE CONDUCTA
POLÍTICA DE CONFLICTO DE INTERESES RELATIVA A LOS PROCEDIMIENTOS DE
CONTRATACIÓN

Como Beneficiario de una Subvención de un contrato de TxCDBG, la Ciudad de Breckenridge evitará, neutralizará o mitigará los conflictos de intereses reales o potenciales para evitar una ventaja competitiva injusta o la existencia de roles conflictivos que puedan perjudicar el cumplimiento del contrato de TxCDBG o afectar la integridad del proceso de adquisición.

Para la adquisición de bienes y servicios, ningún empleado, funcionario o agente de la Ciudad de Breckenridge participará en la selección, adjudicación o administración de un contrato respaldado por fondos de TxCDBG si él o ella tiene un conflicto de intereses real o aparente. Tal conflicto podría surgir si el empleado, funcionario o agente; cualquier miembro de su familia inmediata; su pareja; o una organización que emplee o esté a punto de emplear a cualquiera de las partes indicadas en este documento, tenga un interés financiero o de otro tipo o un beneficio personal tangible de una empresa considerada para un contrato.

Ningún funcionario, empleado o agente de la Ciudad de Breckenridge solicitará o aceptará propinas, favores o cualquier cosa de valor monetario de contratistas o empresas, contratistas o empresas potenciales, o partes en subacuerdos, excepto cuando el interés financiero no sea sustancial o el regalo sea un artículo no solicitado de valor intrínseco nominal.

Los contratistas que elaboren o redacten especificaciones, requisitos, declaraciones de trabajo o invitaciones a licitar o solicitar propuestas deben quedar excluidos de competir por dichas adquisiciones.

Para todos los demás casos, ningún empleado, agente, consultor, funcionario o funcionario electo o designado del estado, o de una unidad del gobierno local general, o de cualquier agencia pública designada, o subbencipiantes que estén recibiendo fondos de TxCDBG, que tenga alguna función / responsabilidad relacionada con la subvención, o esté en condiciones de participar en un proceso de toma de decisiones u obtener información privilegiada, puede obtener un interés financiero o beneficiarse de la actividad de subvención federal o estatal.

Las restricciones de conflicto de intereses y los requisitos de adquisición identificados en este documento se aplicarán a una empresa beneficiaria, proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, bajo el contrato o adjudicación de TxCDBG, o que se requiera completar parte o todo el trabajo bajo un contrato de TxCDBG para cumplir con los Objetivos del Programa Nacional.

Cualquier persona o entidad, incluida cualquier empresa beneficiaria, proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, en virtud de un contrato o adjudicación de TxCDBG, o que deba completar parte o todo el trabajo bajo el contrato de TxCDBG para cumplir con un Objetivo del Programa Nacional, que potencialmente podría recibir beneficios de las adjudicaciones de TxCDBG no puede participar en la selección, adjudicación o administración de un contrato respaldado por fondos de CDBG.

Cualquier presunta violación de estas normas de conducta se remitirá al Abogado de la Ciudad de Breckenridge. Cuando parezca que se han producido violaciones, el empleado, funcionario o agente infractor estará sujeto a medidas disciplinarias, que incluyen, entre otras, el despido o la transferencia; cuando las violaciones o infracciones parezcan ser de naturaleza sustancial, el asunto podrá remitirse a los funcionarios competentes para su investigación penal y posible enjuiciamiento.


Bob Sims, alcalde
Ciudad de Breckenridge

10-11-22

City of Breckenridge
105 N. Rose Avenue
Breckenridge, Texas 76424

Gentlemen:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, notice to bidders, specifications, and has carefully examined classes of materials of the proposed work; and agrees that he will furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated and that all quantities of materials whether increased or decreased are to be furnished at the unit prices set forth as follows:

Accompanying this proposal is a certified or cashier's check or bidders bond payable to the Owner in an amount of not less than five percent of the maximum amount bid. The bid security accompanying this proposal shall be returned to the bidder, unless in case of the proposal the bidder shall fail to execute a contract, in which case the bid security shall become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids. It is also understood that the Owner reserves the right to reject informalities in the bid proposal.

The undersigned bidder hereby proposes to perform the following work at the following unit prices to wit:

PROPOSAL
 for
2022 Texas Community Development Block Grant
TxCDBG No.: CDM22-0020
Downtown Revitalization Program Sidewalk Improvements
Breckenridge, Stephens County, Texas

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance (not to exceed 5% of total base bid), for <u>twenty two thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 22,000. ⁰⁰ / _{FF}	\$ 22,000. ⁰⁰ / _{FF}
2	1 LS	Furnish and install Traffic Control Plan, and all related work, as shown and as specified, for <u>thirty thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 30,000. ⁰⁰ / _{FF}	\$ 30,000. ⁰⁰ / _{FF}
3	1 LS	Prepare, Obtain applicable approvals(s) for, and Implement Stormwater Pollution Prevention Plan and related work as shown and specified, for <u>twelve thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 12,000. ⁰⁰ / _{FF}	\$ 12,000. ⁰⁰ / _{FF}
4	1 LS	Prepare, Obtain applicable approval(s) for, and Implement Trench and Excavation Safety Plan and related work as specified, for <u>twelve thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 12,000. ⁰⁰ / _{FF}	\$ 12,000. ⁰⁰ / _{FF}
5	1 LS	Site Demolition, including all saw cutting, removal of bricks, concrete and asphalt pavement, sidewalks, driveways, curb and gutter, landscaping, all related appurtenances, for <u>Seventy five thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 75,000. ⁰⁰ / _{FF}	\$ 75,000. ⁰⁰ / _{FF}
6	448 SY	Furnish and install 4" Thick Class "A" Concrete Sidewalk (ADA Compliant Route), and all related work, as shown and as specified, for <u>one hundred twenty</u> Dollars and <u>no</u> Cents per square yard.	\$ 120. ⁰⁰ / _{FF} /SY	\$ 53,760. ⁰⁰ / _{FF}

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 3

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
7	390 SY	Furnish and install 4" Thick Concrete Sidewalk, and all related work, as shown and as specified, for <u>one hundred twenty</u> Dollars and <u>no</u> Cents per square yard.	\$ <u>120.00</u> /SY	\$ <u>46,800.00</u>
8	14 EA	Furnish and install Standard Handicap Curb Ramp, and all related work, as shown and as specified, for <u>thirty five hundred</u> Dollars and <u>no</u> Cents per each.	\$ <u>3,500.00</u> /EA	\$ <u>49,000.00</u>
9	515 LF	Furnish and install Standard Curb and Gutter, and all related work, as shown and as specified, for <u>forty five</u> Dollars and <u>no</u> Cents per linear foot.	\$ <u>45.00</u> /LF	\$ <u>23,175.00</u>
10	295 SY	Furnish and install Standard Concrete Driveway Apron, and all related work, as shown and as specified, for <u>one hundred seventy</u> Dollars and <u>no</u> Cents per square yard.	\$ <u>170.00</u> /SY	\$ <u>50,150.00</u>
11	155 SY	Furnish and install Standard Concrete Paving, and all related work, as shown and as specified, for <u>one hundred seventy</u> Dollars and <u>no</u> Cents per square yard.	\$ <u>170.00</u> /SY	\$ <u>26,350.00</u>
12	1 LS	Furnish and install Standard Pavement Markings and Associated Signage, including Relocated Signage, and all related work, as shown and as specified, for <u>thirty five thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ <u>35,000.00</u>	\$ <u>35,000.00</u>
13	1 LS	Relocated Utilities, including Fire Hydrant, Adjust Storm Inlet, and all related work, as shown and as specified, for <u>twenty thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ <u>20,000.00</u>	\$ <u>20,000</u>

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 4

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
14	1 LS	Provide and install Temporary Project Sign (Section 01500), for <u>ten thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 10,000	\$ 10,000. ⁰⁰ / ₁₀₀
TOTAL BASE BID (Items 1 thru 14)			\$ 465,235. ⁰⁰ / ₁₀₀	

Bids may be held by the City of Breckenridge for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

The undersigned bidder agrees that he will furnish and install all materials within 120 () days after the date of the "Notice to Proceed".

The undersigned bidder estimates that he will be able to start work on this project on or about middle of May

The materials shall be accepted when delivered to the Owner in accordance with the specifications, to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

NOTE: The prices must be shown in words and figures in the proposal and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged of addenda to the contract documents number N/A.

* Mailing Address and Zip Code BIDDER: J.H. Strain & Sons, Inc

* PO Box 277 Kent Strain

* Tye, TX 79563 By K+DA

* 325-692-0067 Signature Kent Strain

* Area Code and Telephone Number Name of Person Signing Bid

* 75-1038129 Title Vice President

* Federal I.D. Number/Social Security

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1151086

Date Filed:
04/23/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

J H STRAIN AND SONS, INC.
Tye, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF BRECKENRIDGE TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TX CDBG NO.: CDM22-0020
DOWNTOWN REVITALIZATION PROGRAM SIDEWALK IMPROVEMENTS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	STRAIN, KENT	TYE, TX United States	X	
	STRAIN, STEVE	TYE, TX United States	X	
	STRAIN, ROSS	TYE, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kent Strain, and my date of birth is 2-18-66.

My address is 614 Scott St. (street), Tye (city), TX (state), 79563 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Taylor County, State of Texas, on the 23rd day of April, 2024.
(month) (year)

Kent Strain
Signature of authorized agent of contracting business entity
(Declarant)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4-23-2021

Bidder (Legal Name of Firm): J.H. Strain & Sons, Inc

Date Organized: January 1960

Address: PO Box 277

Tye, TX 79563

Date Incorporated: 10-1-1959

Federal ID Number: 75-1038129

See Attached

Number of Years in contracting business under present name 64

List all other names under which your business has operated in the last 10 years:

None

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>See attached</u>		

Type of work performed by your company: Highway construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

112 total

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project Amount \$ Mo/Yr Completed

See Attached

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: Western Bank 2550 Buffalo Gap Contact Name: Sim Richmond
City & State: Abilene, TX Zip: 79605 Phone Number: 325 625-9297
Credit available: \$ 10,000,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 30 day of April, 2024.

K. Strain
Signature

Kent Strain VP
Printed Name and Title

J. H. Strain + Sons Inc.
Company Name

8. List of similar projects successfully completed, including but not limited to projects successfully completed with the City of Abilene. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

\$1,769,216.48 Street Maintenance Aug 2023 City of Abilene COA S11B
\$1,936,364.62 Street maintenance Aug 2023 City of Abilene COA N2A N2B
\$4,326,479.13 Hwy Construction Nov 2022 TxDOT Nolan SH 70
\$4,411,589.17 Hwy Construction Nov 2022 TxDOT Taylor FM 3438

9. List of current projects under contract. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

See attached

10. Information regarding your company being a historically underutilized business within Taylor or Jones counties.

not applicable

11. If you have ever had safety issues with any work awarded to you, including but not limited to work with the City of Abilene, state project location and reason(s), and give name and address of project owner and Engineer.

none

12. Provide total number of current employees and/or subcontractors which you intend to use to complete this project if you are awarded the bid.

Approximately:
J.H. Strain & Sons, Inc. Employees: 20
Subcontractor Employees: 5



Attachment: List of Current Projects Under Contract

Project:	Owner:	Work:	Contract Value:
Callahan SH 206	TxDOT	Highway Construction	\$1,595,477.54
COA S13	City of Abilene	Street Maintenance	\$1,318,167.79
Coke US 277	TxDOT	Highway Construction	\$42,744,150.71
Coleman US 84	TxDOT	Highway Construction	\$833,790.00
Coleman US 84	TxDOT	Highway Construction	\$3,071,275.54
Taylor CS	TxDOT	Highway Construction	\$1,322,532.40
Taylor US 83	TxDOT	Highway Construction	\$1,841,744.02
Nolan FM 1170	TxDOT	Highway Construction	\$12,466,121.62
Runnels US 83	TxDOT	Highway Construction	\$26,293,074.95
Stonewall US 83	TxDOT	Highway Construction	\$14,737,371.41

Signed this 30th day of April, 2024

Kent Strain
Signature

Kent Strain, Vice President

J.H. Strain & Sons, Inc.

Notary Statement:

Kent Strain
Vice President Position/Title _____ of J.H. Strain & Sons, Inc. (Firm Name), and hereby being duly sworn, says that he/she is the swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

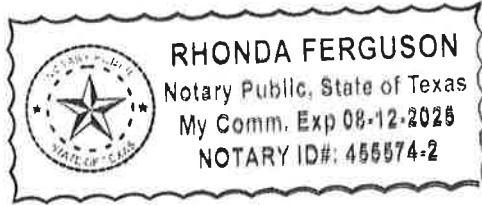
Subscribed and sworn before me this 30th day of April, 2021.

Notary Public

Rhonda Ferguson
Signature

Rhonda Ferguson
Printed Name

My Commission Expires: 8-12-2025



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

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.

J. H. Strain & Sons, Inc.

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.

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.

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 *K. Strain* *Kent Strain, Vice President* *4/23/2024*
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.

Debarment / Suspension Certification

I, J. H. Strain & Sons, Inc.
Kent Strain
(Authorized Representative of Recipient), hereby certify that I have checked on the federal System for Award Management (www.sam.gov) website and determined that J. H. Strain & Sons, Inc.
(Name of entity) is not shown as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

K+S
Signature

4-30-24
Date

V.P.
Title

Kent Strain
Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.



Interchange Corporate Center 450
2200 Renaissance Blvd., Suite 400
King of Prussia, PA 19406-2755
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we J.H. Strain & Sons, Inc.
J.H. Strain & Sons, Inc., as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto City of Breckenridge
City of Breckenridge, as obligee (the "Obligee"), in
the penal sum of Five Percent of Bid
Five Percent of Bid Dollars (\$ 5%),
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: downtown revitalization program
Sidewalk improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, 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, 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 in money not to exceed the penal sum 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. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 23 day of April, 2024.

WITNESS / ATTEST

[Signature]

J.H. Strain & Sons, Inc.
(Principal)
By: [Signature] (Seal)
Name: Kent Strain
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)
By: [Signature] (Seal)
Courtney J. Goulding Attorney-in-Fact



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

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

Certificate No: 8206926-974143

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of December, 2021.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

ARTICLE XIII - Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of April 2021



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
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 first contact the agent or call 1-800-843-6446. 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.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

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 (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
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 el agente o 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.

SPECIAL PROVISION –
SALES TAX NOTICE TO CONTRACTORS

The City of Breckenridge is an exempt organization in accordance with Section 151.309 of Chapter 151, Subchapter E, Tax Code, also known as the Limited Sales, Excise, and Use Tax Act. Any contract awarded for this project shall meet the criteria in Chapter 151, Subchapter E, Tax Code for an exempt contract.

Contractor's should be knowledgeable of Chapter 151, Subchapter E, Tax Code and the applicable rules of the Comptroller of Public Accounts, specifically 34 TAC 3.291 (Contractors) and 34 TAC 3.287 (Exemption Certificates) and shall assure that the City of Breckenridge receives all tax exemptions provided by State law.

Contractor's may obtain additional information, including sample exemption certificates, by contacting the Comptroller of Public Accounts, Tax Policy Division, 111 West 6th Street, Austin, Texas 78701-2913. The Comptroller of Public Accounts can be reached by calling their toll-free number 1-800-252-5555 or in Austin 512-463-4600.



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

October 17, 2023

J. H. STRAIN & SONS, INC.
PO BOX 277
TYE, TX. 79563

RE: TxDOT Vendor Number 02032

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through July 31, 2024.

Your bidding capacity has been set at \$87,939,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division