

December 8, 2022

Jeff Hunt, Mayor
City of Santa Clara
1653 N. Santa Clara Rd
Santa Clara, TX 78124

Re: City of Santa Clara Road and Drainage Project

Dear Mr. Hunt:

The bids for the City of Santa Clara Road and Drainage Project were received electronically and opened during a Microsoft Teams Meeting on December 1, 2022. A total of four bid packages were received online at www.civcastusa.com by the 11:00 a.m. deadline.

The attached bid tabulation provides the results of the responsive bidders. The apparent low bidder is CK Newberry, LLC, with a bid of \$974,250.00.

After receiving the bids, FTEG has completed the following tasks:

1. Reviewed the bid package and have deemed it to be administratively complete.
2. Reviewed the qualifications statements and have deemed the contractor to be qualified to perform this work and that they generally meet the minimum qualifications of the project.
3. Contacted current/past project references and confirmed current/past project performance to be satisfactory.

Based on the information obtained and submitted, all indications are that CK Newberry, LLC, is a reputable construction company and can perform this type of work. After confirming past performance and reviewing the bid package, FTEG recommends the contract for this work be awarded to CK Newberry, LLC, following the terms and conditions of the bid and contract documents. If you have any questions, please feel free to call me at (830) 322-6208.

Sincerely,

Tom Turk, P.E.
Principal



Attachment: Bid Tab, Reference Statements, Bid



FREELAND TURK ENGINEERING GROUP, LLC
172 CREEKSIDE PARK RD, STE 115
SPRING BRANCH, TX 78070

FIRM F-21047
830-377-4555

City of Santa Clara Road and Drainage Project
ID: 143-102 Date: 12-1-22

Item	Description	Unit	Quantity	CK Newberry	Total	D&D Contractors, Inc	Total	Cox Commercial Construction	Total	Davila Construction, Inc.	Total
Base Bid											
1	PREPARING ROW	STA	100.00	\$100.00	\$10,000.00	\$178.11	\$17,811.00	\$1,000.00	\$100,000.00	\$1,500.00	\$150,000.00
2	MOBILIZATION	LS	1.00	\$111,000.00	\$111,000.00	\$56,403.93	\$56,403.93	\$125,000.00	\$125,000.00	\$80,000.00	\$80,000.00
3	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4.00	\$2,500.00	\$10,000.00	\$3,986.57	\$15,946.28	\$15,000.00	\$60,000.00	\$5,500.00	\$22,000.00
4	BLADING	STA	170.00	\$60.00	\$10,200.00	\$571.95	\$97,231.50	\$200.00	\$34,000.00	\$7,500.00	\$1,275,000.00
5	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	6,000.00	\$1.25	\$7,500.00	\$1.07	\$6,420.00	\$0.80	\$4,800.00	\$8.00	\$48,000.00
6	VEGETATIVE WATERING	MG	135.00	\$55.00	\$7,425.00	\$58.30	\$7,870.50	\$20.00	\$2,700.00	\$1,100.00	\$148,500.00
7	FL BS (CMP IN PLACE)(TY A GR 1-2)(8")	SY	2,000.00	\$25.00	\$50,000.00	\$14.26	\$28,520.00	\$18.00	\$36,000.00	\$8.00	\$16,000.00
8	LIME (HYD, SLURRY 6%)	TON	925.00	\$250.00	\$231,250.00	\$288.88	\$267,214.00	\$235.00	\$217,375.00	\$150.00	\$138,750.00
9	LIME TRT (BASE)(8")	SY	24,500.00	\$6.00	\$147,000.00	\$3.00	\$73,500.00	\$9.60	\$235,200.00	\$15.40	\$377,300.00
10	SEAL COAT (2 COURSE CHIP SEAL)	SY	23,000.00	\$7.00	\$161,000.00	\$10.69	\$245,870.00	\$10.00	\$230,000.00	\$3.65	\$83,950.00
11	CONCRETE PAVEMENT (6")	SY	90.00	\$150.00	\$13,500.00	\$136.56	\$12,290.40	\$190.00	\$17,100.00	\$85.00	\$7,650.00
12	RIP RAP (CONC)(FLUME) CL A	CY	3.00	\$1,800.00	\$5,400.00	\$1,276.51	\$3,829.53	\$3,000.00	\$9,000.00	\$800.00	\$2,400.00
13	CMP (GAL STL 12 IN)	LF	50.00	\$90.00	\$4,500.00	\$158.58	\$7,929.00	\$70.00	\$3,500.00	\$180.00	\$9,000.00
14	CMP (GAL STL 18 IN)	LF	110.00	\$95.00	\$10,450.00	\$175.72	\$19,329.20	\$75.00	\$8,250.00	\$240.00	\$26,400.00
15	RC PIPE (CL IV)(18 IN)	LF	190.00	\$115.00	\$21,850.00	\$144.41	\$27,437.90	\$100.00	\$19,000.00	\$300.00	\$57,000.00
16	SET (TY II) (12 IN) (RCP) (6: 1) (P)	EA	4.00	\$2,000.00	\$8,000.00	\$1,819.90	\$7,279.60	\$2,000.00	\$8,000.00	\$350.00	\$1,400.00
17	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	12.00	\$2,250.00	\$27,000.00	\$1,324.18	\$15,890.16	\$2,500.00	\$30,000.00	\$350.00	\$4,200.00
18	CULVERT CLEANING (EXISTING)	EA	45.00	\$750.00	\$33,750.00	\$534.35	\$24,045.75	\$650.00	\$29,250.00	\$500.00	\$22,500.00
19	ROCK FILTER DAM (INSTALL) (TY 2)	LF	270.00	\$30.00	\$8,100.00	\$44.59	\$12,039.30	\$40.00	\$10,800.00	\$20.00	\$5,400.00
20	ROCK FILTER DAM (REMOVE)	LF	270.00	\$10.00	\$2,700.00	\$6.60	\$1,782.00	\$6.00	\$1,620.00	\$20.00	\$5,400.00
21	TEMP SEDMT CONT FENCE (INSTALL)	LF	825.00	\$4.00	\$3,300.00	\$2.52	\$2,079.00	\$4.00	\$3,300.00	\$6.50	\$5,362.50
22	TEMP SEDMT CONT FENCE (REMOVE)	LF	825.00	\$1.00	\$825.00	\$1.73	\$1,427.25	\$1.00	\$825.00	\$6.50	\$5,362.50
23	ONE WAY TRAFFIC HANDLING	LS	1.00	\$25,000.00	\$25,000.00	\$7,837.18	\$7,837.18	\$45,000.00	\$45,000.00	\$20,000.00	\$20,000.00
24	DRIVEWAYS (CONC)	SY	200.00	\$125.00	\$25,000.00	\$121.12	\$24,224.00	\$210.00	\$42,000.00	\$75.00	\$15,000.00
25	DRIVEWAYS GRAVEL (FL BS)	SY	350.00	\$40.00	\$14,000.00	\$32.81	\$11,483.50	\$30.00	\$10,500.00	\$45.00	\$15,750.00
26	RELOCATE EXISTING MAILBOX	EA	2.00	\$250.00	\$500.00	\$747.28	\$1,494.56	\$500.00	\$1,000.00	\$800.00	\$1,600.00
27	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	10.00	\$700.00	\$7,000.00	\$1,072.04	\$10,720.40	\$700.00	\$7,000.00	\$1,590.00	\$15,900.00
28	CLEANING AND RESHAPING DITCHES	LF	3,000.00	\$6.00	\$18,000.00	\$4.33	\$12,990.00	\$7.00	\$21,000.00	\$12.00	\$36,000.00
Grand Total					\$974,250.00		\$1,020,895.94		\$1,312,220.00		\$2,595,825.00

From: Wayne Gisler, County Engineer, Karnes County
County Road 315 Improvements
830-780-2721

Date: December 7, 2020

By: Gary Freeland

Subject: Santa Clara Road and Drainage Project Reference

1. Did Contractor provide scope of work on-time and on-budget?

A: The work on that project is still underway. That said, they have completed several projects for us similar in scope and size over the last several years. They work with us regularly and always do us a great job. They really stand behind their work.

2. Did contractor quality of performance meet your expectations and job specifications?

A: As stated in #1, the short answer is YES. They are one of our go-to contractors.

3. Did contractor have any equipment issues?

A: Like any contractor, I'm sure they have equipment issues from time to time. With that said, we have never had equipment issues that have impacted our job. They are pretty transparent to us. CK really works hard at staying on time with the work and completing things as expeditiously as possible.

4. Have you had any warranty issues?

A: No. When we identify issues that we feel should be addressed under warranty, they ALWAYS go out and address them quickly. And, honestly, we don't have a lot of issues with workmanship that we have to address.

5. Any change orders on the project?

A: No, not unless we identify something in the scope of work that we missed in the design. When that happens, or if we end up having a need to add an item due to our needs, CK has always been very fair and has provided us with solid justification for changes in contract. Very good to work with.

6. Would you use/recommend Contractor for future projects?

A: All the time!

From: Marcus Ybarra, Consulting Engineer
San Patricio County Drainage Improvements
361-726-9543

Date: December 7, 2020

By: Gary Freeland

Subject: Santa Clara Road and Drainage Project Reference

1. Did Contractor provide scope of work on-time and on-budget?
A: Under construction, half way done, overall, good to work with. Has worked with contractor on other projects as well and always satisfied.
2. Did contractor quality of performance meet your expectations and job specifications?
A: Yes, good work.
3. Did contractor have any equipment issues?
A: Not aware of any.
4. Have you had any warranty issues?
A: None that we know.
5. Any change orders on the project?
A: None.
6. Would you use/recommend Contractor for future projects?
A: Yes, would recommend – all good work.

From: John Hellinghausen, Consulting Engineer
County Road 310 Improvements, Reeves County
915-543-3331

Date: December 7, 2020

By: Gary Freeland

Subject: Santa Clara Road and Drainage Project Reference

1. Did Contractor provide scope of work on-time and on-budget?
A: Yes
2. Did contractor quality of performance meet your expectations and job specifications?
A: Yes
3. Did contractor have any equipment issues?
A: No
4. Have you had any warranty issues?
A: The contract has not been completed.
5. Any change orders on the project?
A: Yes, but not related to CK Newberry performance.
6. Would you use/recommend Contractor for future projects?
A: Yes

PROJECT:

City of Santa Clara Road and Drainage Project
143-102

BIDDER:

CK Newberry

TOTAL BID:

\$974,250.00

COMPLETION TIME:

Not Required

BIDDER INFO:

PO Box 367
Kenedy, TX 78119
P: 8302179256
F:

BID TOTALS

BASE BID	Total
Base Bid	\$974,250.00
Total	\$974,250.00

Base Bid					
No.	Description	Unit	Qty	Unit Price	Ext Price
1	PREPARING ROW	STA	100	\$100.00	\$10,000.00
2	MOBILIZATION	LS	1	\$111,000.00	\$111,000.00
3	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	\$2,500.00	\$10,000.00
4	BLADING	STA	170	\$60.00	\$10,200.00
5	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	6000	\$1.25	\$7,500.00
6	VEGETATIVE WATERING	MG	135	\$55.00	\$7,425.00
7	FL BS (CMP IN PLACE)(TY A GR 1-2)(8")	SY	2000	\$25.00	\$50,000.00
8	LIME (HYD, SLURRY 6%)	TON	925	\$250.00	\$231,250.00
9	LIME TRT (BASE)(8")	SY	24500	\$6.00	\$147,000.00
10	SEAL COAT (2 COURSE CHIP SEAL)	SY	23000	\$7.00	\$161,000.00
11	CONCRETE PAVEMENT (6")	SY	90	\$150.00	\$13,500.00
12	RIP RAP (CONC)(FLUME) CL A	CY	3	\$1,800.00	\$5,400.00
13	CMP (GAL STL 12 IN)	LF	50	\$90.00	\$4,500.00
14	CMP (GAL STL 18 IN)	LF	110	\$95.00	\$10,450.00
15	RC PIPE (CL IV)(18 IN)	LF	190	\$115.00	\$21,850.00
16	SET (TY II) (12 IN) (RCP) (6: 1) (P)	EA	4	\$2,000.00	\$8,000.00
17	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	12	\$2,250.00	\$27,000.00
18	CULVERT CLEANING (EXISTING)	EA	45	\$750.00	\$33,750.00
19	ROCK FILTER DAM (INSTALL) (TY 2)	LF	270	\$30.00	\$8,100.00
20	ROCK FILTER DAM (REMOVE)	LF	270	\$10.00	\$2,700.00
21	TEMP SEDMT CONT FENCE (INSTALL)	LF	825	\$4.00	\$3,300.00
22	TEMP SEDMT CONT FENCE (REMOVE)	LF	825	\$1.00	\$825.00

23	ONE WAY TRAFFIC HANDLING	LS	1	\$25,000.00	\$25,000.00
24	DRIVEWAYS (CONC)	SY	200	\$125.00	\$25,000.00
25	DRIVEWAYS GRAVEL (FL BS)	SY	350	\$40.00	\$14,000.00
26	RELOCATE EXISTING MAILBOX	EA	2	\$250.00	\$500.00
27	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	10	\$700.00	\$7,000.00
28	CLEANING AND RESHAPING DITCHES	LF	3000	\$6.00	\$18,000.00
					Subtotal: \$974,250.00

REQUIRED DOWNLOADS

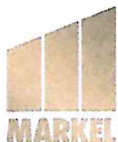
TYPE	NAME	DOWNLOAD DATE
Plans	Plans	11/11/2022 6:57:08 AM
Bid Docs	Project Manual	11/11/2022 6:57:05 AM

BID BOND (PENAL SUM FORM)

Bidder Name: CK Newberry, LLC Address (principal place of business): 1538 CR 345 Karnes City, TX 78118		Surety Name: Suretec Insurance Company Address (principal place of business): 2103 CityWest Blvd., Suite 1300 Houston TX 77042	
Owner Name: City of Santa Clara Address (principal place of business): 1635 N Santa Clara Road Santa Clara, Texas 78124		Bid Project (name and location): SANTA CLARA LOOP AND WETZ ROAD DRAINAGE AND ROAD IMPROVEMENTS Bid Due Date: December 1, 2022	
Bond Penal Sum: \$ 5% G.A.B. <u>Five Percent of the Greatest Amount Bid</u> Date of Bond: December 1st, 2022 <u>(words)</u>			
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.			
Bidder CK Newberry, LLC (Full formal name of Bidder)		Surety Suretec Insurance Company (Full formal name of Surety) (corporate seal)	
By: <u>Thomas Kna</u> (Signature)		By: <u>Tricia Balolong</u> (Signature) (Attach Power of Attorney)	
Name: <u>Thomas Kna</u> (Printed or typed)		Name: <u>Tricia Balolong</u> (Printed or typed)	
Title: <u>General Manager</u>		Title: <u>Attorney in Fact</u>	
Attest: <u>[Signature]</u> (Signature)		Attest: <u>Allison Cantu</u> (Signature)	
Name: <u>Carter Hill</u> (Printed or typed)		Name: <u>Allison Cantu</u> (Printed or typed)	
Title: <u>Admin Manager</u>		Title: <u>Surety Witness</u>	
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.			



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



April 6, 2020

Bond Obligees
Project Owners
General Contractors

RE: Digital Seal Authority and Enforceability Notice

To whom it may concern:

Due to the current COVID-19 Pandemic, the use of an electronic image of the corporate seal of Markel Insurance Company or SureTec Insurance Company (the "Digital Seal"), and the attachment of the Digital Seal to any surety bond issued by Markel Insurance Company or SureTec Insurance Company is authorized by the company. Markel Insurance Company and SureTec Insurance Company acknowledge and agree that the Digital Seal may be affixed to any surety bond and relied upon to the same extent as if a raised corporate seal was attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability Notice, executed electronically, to an Obligee or Obligor's representative, shall constitute effective execution and delivery of this notice and shall have the same legal effect as a delivery of a tangible original of the notice with my original "wet" signature.

If you require further verification you may call our Home Office Underwriting Center at 1-800-732-0999 or send a verification request to bondverification@markel.com.

In Witness Whereof, this has been executed by the Executive Vice President and Chief Underwriting Officer, Surety for each of Markel Insurance Company and SureTec Insurance Company.

A handwritten signature in black ink, appearing to read "Lindsey Jennings", is written over a horizontal line.

Lindsey Jennings, EVP Chief Underwriting Officer

Markel Surety

SureTec Insurance Company | SureTec Indemnity Company | Markel Insurance Company
9500 Arboretum Blvd., Suite 400, Austin, TX 78759
www.markel.com

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Allison Cantu, Cathleen Hayles, Aaron Endris, Rene Goforth, Tricia Balolong, Norma Camarillo, Benjamin D. Smith

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 23rd day of February, 2021.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 23rd day of February, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By:

Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 1st day of December, 2022.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Richard R. Grinnan, Vice President and Secretary

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	CK Newberry, LLC		
Corporate Office			
Name:	Thomas Pena	Phone number:	830-217-9256
Title:	General Manager	Email address:	tpena@cknewberry.com
Business address of corporate office:	1538 CR 345 Karnes City, Texas 78118		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2/12/2020	State in which Business was formed:	Texas
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Joey Newberry	Title:	Owner
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:	Rayanne Chesser	Title:	CFO
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:	Thomas Pena	Title:	General Manager
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:	Tommy Tise	Title:	President

EJCDC C-451, Qualifications Statement.

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ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Andy Torres		
Safety Certifications			
Certification Name	Issuing Agency		Expiration

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	Will Provide upon request								
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 4—FINANCIAL

4.01 Provide information below

Financial Institution:	Texas Champion Bank
Business address:	113 S Sunset Strip Kenedy, Texas 78119
Account Manager:	Steven Vasquez
Phone:	830-583-9811

ARTICLE 5—SURETY INFORMATION

- 5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Suretec Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Texas		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	9737 Great Hills Trail Suite 320 Austin Texas 78759		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	866-732-0099

ARTICLE 6—INSURANCE

- 6.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
The Continental Insurance Company	General Liability
Transportation Insurance Company	Auto
Texas Mutual	Workers Comp / EPLI
Are providers licensed or authorized to issue policies in the Project location?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	Insurance Agent: Higginbotham Insurance Agency PO Box 870 Corpus Christi, Texas 78403
Physical Address (principal place of business):	
Phone (main):	361-561-4244
Phone (claims):	

ARTICLE 7—CONSTRUCTION EXPERIENCE

7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	100
Estimate of revenue for the current year:	\$50,000,000.00
Estimate of revenue for the previous year:	\$45,000,000.00

7.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 5		
As a general contractor:	5	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

7.03 List all projects currently under contract in Schedule A and provide indicated information.

7.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 8—REQUIRED ATTACHMENTS

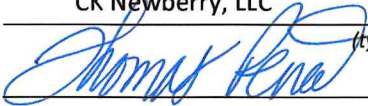
8.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Certification of Business's safety performance if required by Paragraph 3.02.
- C. Attachments providing additional information as required by Paragraph 7.02.
- D. Schedule A (Current Projects) as required by Paragraph 7.03.

- E. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 7.04.
- F. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 7.05.
- G. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: CK Newberry, LLC
(typed or printed name of organization)


By: 
(individual's signature)

Name: Thomas Pena
(typed or printed)

Title: General Manager
(typed or printed)

Date: 12/1/2022
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Carter Hill
(typed or printed)

Title: Admin Manager
(typed or printed)

Address for giving notices:
1538 CR 345 Karnes City, Texas 78118

Designated Representative:

Name: Thomas Pena
(typed or printed)

Title: General Manager
(typed or printed)

Address: 1538 CR 345 Karnes City, Texas 78118

Phone: 830-217-9256

Email: tpena@cknewberry.com

Schedule A—Current Projects

CK Newberry, LLC						
Name of Organization		San Patricio County		Project Name		San Patricio County Drainage Improvements
Project Owner		Installation of Concrete drainage pipes, headwalls, and ditch cleaning on city streets in Taft Texas				
General Description of Project		Started June 2022				
Project Cost		\$3,000,000.00		Date Project		
Key Project Personnel		Project Manager		Project Superintendent		Safety Manager
Name		Henry Felix		Sam Cortez		Andy Torres
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name		Title/Position		Organization
Owner		John Hernandez		County Engineer		San Patricio County
Designer		Marcos Ybarra		Engineer		Hanson Engineering
Construction Manager						361-726-9543
						mybarra@hanson-inc.com
Project Owner		Karnes County Road & Bridge		Project Name		
General Description of Project		County Road 315 Improvements				
Project Cost		Install new drainage pipes, safety end treatments, flex base rehab roadway, sealcoat.				
Key Project Personnel		Project Manager		Project Superintendent		Date Project
Name		Cody Kremling		Cody Kremling		Andy Torres
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name		Title/Position		Organization
Owner		Wayne Gisler		County Engineer		Karnes County
Designer		Wayne Gisler				830-780-2721
Construction Manager						wayne.gisler@co.karnes.tx.us
Project Owner		Reeves County		Project Name		
General Description of Project		County Road 310 Improvements				
Project Cost		Rehabilitation of Existing County road, drainage improvements, sealcoat.				
Key Project Personnel		Project Manager		Project Superintendent		Date Project
Name				Tom Mata		Andy Torres
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)						
		Name		Title/Position		Organization
Owner		Curtis Wilson		County Commissioner		Reeves County
Designer		John Hellinghaus		Engineer		Parkhill
Construction Manager		Arlin Castenada		Permits Inspector		Reeves County
						432-287-0500
						acastenada@reevescounty.org

Schedule B—Previous Experience with Similar Projects

Name of Organization	CK Newberry, LLC			
Project Owner	See attached list		Project Name	
General Description of Project				
Project Cost			Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				Email
Construction Manager				
Project Owner			Project Name	
General Description of Project				
Project Cost			Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				Email
Construction Manager				
Project Owner			Project Name	
General Description of Project				
Project Cost			Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				Email
Construction Manager				
Project Owner			Project Name	
General Description of Project				
Project Cost			Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Owner	Name	Title/Position	Organization	Telephone
Designer				Email
Construction Manager				

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel		Project Superintendent	
Name	Project Manager	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel		Project Superintendent	
Name	Project Manager	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel		Project Superintendent	
Name	Project Manager	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost			
Key Project Personnel		Project Superintendent	
Name	Project Manager	Safety Manager	Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization Telephone Email
Designer			
Construction Manager			

Schedule C—Key Individuals

Project Manager			
Name of individual		Henry Felux	
Years of experience as project manager		30+	
Years of experience with this organization		1	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
San Patricio Drainage		25%	January 2023
San Patricio Roadway Improvements		25%	April 2023
Karnes County CR 315		10%	February 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Will Lockett	Name	Carlos Arcila
Title/Position	P.E.	Title/Position	
Organization	TxDOT	Organization	TxDOT
Telephone	830-609-0707	Telephone	210-536-946
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		Cody Kremling	
Years of experience as project superintendent		5	
Years of experience with this organization		2	
Number of similar projects as project superintendent		10	
Number of similar projects in other positions		20+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Karnes County CR 315		50%	February 2023
Karnes County CR 104		50%	January 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Clarence Moczygemba	Name	Tommy Nance
Title/Position		Title/Position	Division Manager
Organization	Karnes County	Organization	
Telephone	210-326-0493	Telephone	361-407-9919
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Andy Torres	
Years of experience as project manager		30+	
Years of experience with this organization		2	
Number of similar projects as project manager		10	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
All of our current Projects are overseen by Andy			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Josh Haws	Name	Gary Horne
Title/Position	Project Manager	Title/Position	Retired DPS Officer
Organization		Organization	
Telephone	830-299-8141	Telephone	830-583-3717
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Danny Alcorta	
Years of experience as project superintendent		30+	
Years of experience with this organization		2	
Number of similar projects as project superintendent		100+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Danny is our General Superintendent over all jobs			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dale Toomes	Name	Scott Bliss
Title/Position		Title/Position	
Organization		Organization	
Telephone	361-813-3591	Telephone	361-946-0517
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Contract	Amount \$	Mo/Yr Completed
Karnes Electric CO-OP (Paric)	\$ 1,931,289.85	21-Aug
Andrews County Sealcoat	\$ 5,842,265.33	22-Aug
Austin County GLO Roadway & Drainage improvements	\$ 529,664.35	21-Dec
City of Beeville Sealcoat 2019	\$ 202,756.96	19-Dec
City of Bayside street repairs	\$ 419,445.80	21-Mar
City of Beeville Sealcoat 2022	\$ 405,310.50	20-Sep
City of China Grove	\$ 3,600.00	21-Jul
City of Gonzales	\$ 512,494.00	20-Oct
City of Gregory Colima St	\$ 561,837.33	22-Sep
City of Odessa Sealcoat	\$ 643,514.15	21-Jun
City of Victoria Sealcoat	\$ 863,925.00	22-Feb
Crockett Co Sealcoat 2022	\$ 1,861,041.00	22-Nov
Crockett County Sealcoat 2021	\$ 1,194,327.10	22-Jul
De Witt County 2021 IDIQ Projects	\$ 135,629.94	21-Oct
Dimmit County Carrizo Hills / Palo Verde St	\$ 1,161,210.72	22-Apr
Doyle Ditch	\$ 398,000.00	22-Jul
Ector County 2020 sealcoat	\$ 1,111,000.00	20-Jun
Ector County CTIF sealcoat 2021	\$ 1,694,955.18	21-Aug
Falls City Street Improvements	\$ 282,828.00	20-Jun
Gonzales Co Rehab	\$ 2,126,839.00	22-Aug
Granite Shoals FUQUAY	\$ 122,511.85	21-Oct
Karnes City Cemetry	\$ 109,619.00	21-May
Karnes Co 199 storm repairs	\$ 450.00	21-Aug
Karnes Co 2020 sealcoat	\$ 52,475.00	20-Mar
Karnes Co 294	\$ 142,156.35	21-Jun
Karnes Co CR 191	\$ 289,556.70	21-Jul
Karnes CO CR 148 storm repair	\$ 679,573.75	21-Oct
Karnes Co CR 165 stockpile	\$ 48,100.00	21-Oct
Karnes Co CR 170/171	\$ 1,028,635.76	20-Oct
Karnes Co CR 186	\$ 32,660.00	21-Jul
Karnes Co CR 193	\$ 593,331.01	22-Mar
Karnes Co CR 193 storm repair	\$ 37,100.00	21-Aug
Karnes Co CR 199 storm repair	\$ 14,380.00	21-Aug
Karnes Co CR 230	\$ 217,998.75	22-Oct
Karnes Co CR 233 storm repair	\$ 5,900.00	21-Oct
Karnes Co CR 256 storm repair	\$ 5,540.00	21-Oct
Karnes Co CR 268	\$ 2,730.00	21-Nov
Karnes Co CR 294 storm repair	\$ 16,420.00	21-Aug
Karnes Co CR 297 storm repair	\$ 7,020.00	21-Nov
Karnes Co CR 303 storm repair	\$ 48,312.50	21-Jul
Karnes CO CR 350 storm repair	\$ 23,415.00	21-Jul
Karnes Co CR 387	\$ 18,977.85	21-Nov
Karnes Co CR 389 stockpile	\$ 36,880.00	21-Aug
Karnes Co CR 396 stockpile	\$ 56,160.00	21-Sep
Karnes CO IDIQ 2019	\$ 14,503.97	19-Sep
Karnes Co on call drainage	\$ 40,668.01	20-Nov
Karnes County Jail Swale	\$ 235,495.00	20-Aug
Karnes National Bank	\$ 117,851.89	20-Apr
KC Showbarn	\$ 120,000.00	19-Dec
KCRB 305 Westside	\$ 777,133.79	22-Oct
KCRB Bowling Alley	\$ 71,930.00	22-Oct
KCRB CR 187	\$ 41,000.00	22-Mar
KCRB CR 199 Paving	\$ 64,719.79	22-Apr

KCRB CR 266	\$	7,200.00	22-May
KCRB CR 326	\$	66,000.00	22-Jul
KCRB Tree Trimming	\$	50,000.00	22-Jun
KCRB Various Roads	\$	90,000.00	22-May
Kendall County Sealcoat	\$	2,850,394.39	20-Oct
Live Oak County CTIF	\$	167,139.50	21-Dec
Live Oak CR 417 Culvert repairs	\$	49,500.00	21-Jun
McMullen County Sealcoat 2021	\$	3,137,227.25	21-Nov
Reagan County Sealcoat 2021	\$	1,742,195.40	22-May
Reagan County Sealcoat 2022	\$	2,408,991.25	22-Oct
City of Seguin Sealcoat	\$	213,012.80	22-Aug
St. Boniface Catholic Church Hobson TX.	\$	33,711.00	20-Nov
Victoria Co N Nursey Rd.	\$	49,824.96	20-Jan
Victoria County Gin Rd. etc	\$	818,629.95	21-Sep
Ward Co Caliche	\$	1,052,722.00	21-Jul
Williamson County Sealcoat 2021	\$	849,561.96	21-Dec

County	Highway	Project	\$ Amount	Mo/Yr Completed
Bee	FM 797	STP 2020 (448) HES	\$ 1,873,799.83	5/22
De Witt	FM 2656	STP 2019 (177)	\$ 4,110,579.13	4/20
Howard	FM 2230	C-2149-1-10	\$ 5,585,663.43	8/21
Karnes	FM 81	RMC-637942001	\$ 1,314,052.62	8/21
Karnes	FM 1354	RMC-631181001	\$ 2,529,232.25	6/20
Karnes	FM 2773 /1961	RMC-631181001	\$ 4,598,631.08	8/21
Karnes	FM 2509	STP- 1902 (300) HES	\$ 3,940,851.45	1/21
Kerr	MRO 674	RMC-637279001	\$ 189,896.95	12/21
Medina	FM 2676	RMC- 635793001	\$ 169,840.25	7/20
Nueces	FM70	C-1558-1-19	\$ 4,575,659.96	5/20
San Patricio	USO 181	RMC- 635236001	\$ 536,432.94	8/22
Ward	PR 41	C 2371-1-12	\$ 155,113.50	11/22

CK NEWBERRY, LLC



Highway & Heavy Construction

Supervisor Responsibilities

Subcontractor Involvement

Contractors are required to follow or implement the work practices and systems described below while performing work at CK Newberry, LLC worksites:

- Attend an safety orientation, pre-job meeting or kick-off meeting provided by CK Newberry, LLC prior to any work beginning
- Monitor employees for substance abuse and report nonconformities to CK Newberry, LLC
- Ensure personnel have the required training and competency for their work
- Participate in CK Newberry, LLC tailgate safety meetings, job safety analysis or hazard assessments and on the job safety inspections.
- Perform a pre-job safety inspection that includes equipment
- Participate in the BBS hazard reporting system
- Report all injuries, spills, property damage incidents and near misses
- Comply with onsite and Owner Client safety rules
- Implement CK Newberry, LLC safety practices and processes as applicable
- Clean up and restore the worksite after the job is over
- Ensure compliance with regulations at all times
- Post job safety performance reviews shall be conducted for subcontractors.

Journey Management

Employees Responsibilities

- Another individual is aware of the driver's trip itinerary. Employees should notify their supervisor or another individual who is not traveling with them of their travel plans. This includes where they are going, when they should be getting there and when they plan to return.
- Drivers must carry a reliable method of communication (cell phones, CB radio, etc.) in case of emergency. Drivers should always carry a cell phone, especially when traveling in rural areas. Consider subscribing to an in-vehicle communication/ remote diagnostic service (e.g. On-Star) if the vehicle is equipped with one.

Follow all requirements, report unsafe conditions, and follow all posted requirements

Reducing Risks and Costs (Supervisors and Employees)

Potential “journeys” involving driving and/or road transport should be screened and assessed relative to hazards, risks and costs with the following type of questions:

- Is the journey really necessary or will phone calls, e-mail, and/or tele-conferences achieve acceptable results?
- Must you drive, or is suitable public/commercial transportation available?
- Are weather conditions contributing to an additional hazard (rain, snow, ice) that could cause an accident?
- Can the business requirement for a potential journey be delayed and possibly combined with a later trip?
- Can the journey be combined with other people to share a vehicle?
- Can the proposed journey be achieved without putting pressure on the driver to drive dangerously and/or to take short cuts?

Planning Rest Breaks

Rest breaks (every 2 hours is recommended) and overnight stops (if more than 10 hours of driving will be required) should be considerations in pre-journey planning:

- Determine the total distance on the route to be traveled, and
- Establish locations for rest breaks/overnight stops based on anticipated average driving speeds, the anticipated route and anticipated conditions.

Driver and the use of Hand-held Wireless Devices

DO NOT:

- Use wireless phones where they may cause an explosion (while fueling vehicles, or in Class 1, Division 1 Electrical classified areas at field or gas plant locations).
- Use wireless or hand-held electronic devices (I Phones, Blackberry, etc.) **that require scrolling or viewing while driving.**

DO:

- If you receive a call or message, or decide to place a call when driving, that you safely pull the vehicle over, and park in a safe location prior to engaging in the communication.

Use of Bluetooth/Hands Free Devices

Hands Free or voice activated phone conversations are allowed provided full attention is maintained on driving

Supervisors

Work Hour Limitations and Rest Breaks to Control Fatigue and Increase Mental Fitness

CK Newberry, LLC has set the following procedures limiting work hours and controlling job rotation schedules, also known as staff/work balance, to help control worker fatigue. CK Newberry, LLC will set work hour limitations and will control job rotation schedules to control fatigue, allow for sufficient sleep and increase mental fitness in an effort to control employee turnover and absenteeism.

1. Every Employee shall have necessary work breaks in order to avoid fatigue. These scheduled breaks will apply to both driving and on-site hours. The following shall be a minimum:
 - 15 Minutes each 2.5 hours
 - 30 Minutes after 5 Hours
 - 30 Minutes after 10 Hours
2. No Workers shall work more than:
 - 16 hours per day
 - Any more than 16 hours must be authorized and approved by local District Management
 - 24 Days Continuous
3. Unfamiliar or irregular work should be avoided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2022

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

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

PRODUCER Higginbotham Insurance Agency, Inc. PO Box 870 Corpus Christi TX 78403	CONTACT NAME: Janet Hudson, CIC, ACSR PHONE (A/C, No, Ext): 361-561-4244 E-MAIL ADDRESS: jhudson@higginbotham.net FAX (A/C, No): 361-561-4244												
INSURED CK Newberry LLC PO Box 367 Kenedy TX 78119	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Transportation Insurance Company</td><td>NAIC # 20494</td></tr><tr><td>INSURER B : Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER C : Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER D : The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER E : Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Transportation Insurance Company	NAIC # 20494	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Indian Harbor Insurance Company	36940	INSURER D : The Continental Insurance Company	35289	INSURER E : Continental Casualty Company	20443	INSURER F :	
INSURER A : Transportation Insurance Company	NAIC # 20494												
INSURER B : Texas Mutual Insurance Company	22945												
INSURER C : Indian Harbor Insurance Company	36940												
INSURER D : The Continental Insurance Company	35289												
INSURER E : Continental Casualty Company	20443												
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1738792903**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
D	<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:			7015085972	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90			7015085941	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7015085955	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N		N/A	0002062935	6/1/2022	6/1/2023	<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
E C	Equipment Floater Contractors / Transportation Pollution			7033741540 PEC005911201	6/1/2022 6/1/2022	6/1/2023 6/1/2023	Equip - Scheduled \$7,195,257 Equip - Leased/Rented \$500,000 / Item Poll - Condition/Agg \$5,000,000

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

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

_SAMPLE MASTER CERTIFICATE

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED CK Newberry LLC PO Box 367 Kenedy TX 78119	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability [Contractor's General Liability Extension Endorsement CNA74705XX 01/15 & Blanket Additional Insured - Owners, Lessees or Contractors - Completed Operations CNA75079XX 10/16], Automobile [Contractor's Extended Coverage Endorsement Business Auto Plus CNA63359XX 04/12] and Umbrella Liability [Follows Form Primary] policies include blanket automatic additional insured (ongoing & completed operations) endorsements that provide additional insured status to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status.

General Liability [Contractor's General Liability Extension Endorsement CNA74705XX 01/15], Automobile [Contractor's Extended Coverage Endorsement Business Auto Plus CNA63359XX 04/12], Workers Compensation [Texas Waiver of Our Right To Recover From Others WC420304B], and Umbrella Liability [Follows Form Primary] policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the insured and certificate holder that requires it.

General Liability [Contractor's General Liability Extension Endorsement CNA74705XX 01/15], Automobile [Contractor's Extended Coverage Endorsement Business Auto Plus CNA63359XX 04/12], and Umbrella Liability [Follows Form Primary] policies include Primary / Non-contributory Coverage to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status.

MCS-90 Endorsement is included under Automobile policy.

Contractor's / Transportation Pollution Liability [Blanket Additional Insured - Vicarious Liability - Job Site, Transportation & Non-Owned Disposal Site -Pollution Legal Liability Policy Form EVPCPcmCP 0618] policy includes blanket automatic additional insured & waiver of subrogation that provide these features to the certificate holder only when there is a written contract between the insured and certificate holder that requires such status.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Santa Clara, 1653 N Santa Clara Road, Santa Clara, Texas 78124**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices:

TXDOT SPEC	BID CODE	DESCRIPTION	UNITS	ESTIMATED QUANTITY
100	6001	PREPARING ROW	STA	100
500	6001	MOBILIZATION	LS	1
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4
SCL & WETZ RD IMPROVEMENTS				
150	6001	BLADING	STA	170
164	6023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	SY	6,000
168	6001	VEGETATIVE WATERING	MG	135
247	6230	FL BS (CMP IN PLACE)(TY A GR 1-2)(8")	SY	2,000
260	6002	LIME (HYD, SLURRY 6%)	TON	925
260	6073	LIME TRT (BASE)(8")	SY	24,500
316	SPEC	SEAL COAT (2 COURSE CHIP SEAL)	SY	23,000
360	6028	CONCRETE PAVEMENT (6")	SY	90
432	6044	RIP RAP (CONC)(FLUME) CL A	CY	3
460	6001	CMP (GAL STL 12 IN)	LF	50
460	6002	CMP (GAL STL 18 IN)	LF	110
464	6017	RC PIPE (CL IV)(18 IN)	LF	190
467	6326	SET (TY II) (12 IN) (RCP) (6: 1) (P)	EA	4
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	12
480	6001	CULVERT CLEANING (EXISTING)	EA	45
506	6003	ROCK FILTER DAM (INSTALL) (TY 2)	LF	270
506	6011	ROCK FILTER DAM (REMOVE)	LF	270
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	825
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	825
510	SPEC	ONE WAY TRAFFIC HANDLING	LS	1
530	6004	DRIVEWAYS (CONC)	SY	200
530	6016	DRIVEWAYS GRAVEL (FL BS)	SY	350
560	6025	RELOCATE EXISTING MAILBOX	EA	2
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	10
760	6001	CLEANING AND RESHAPING DITCHES	LF	3,000

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

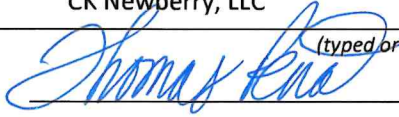
BIDDER hereby submits this Bid as set forth above:

Bidder:

CK Newberry, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Thomas Pena

(typed or printed)

Title:

General Manager

(typed or printed)

Date:

12/1/2022

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Carter Hill

(typed or printed)

Title:

Admin Manager

(typed or printed)

Date:

12/1/2022

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Thomas Pena

(typed or printed)

Title:

General Manager

(typed or printed)

Phone:

361-318-2244

Email:

tpena@cknewberry.com

Address:

1538 CR 345 Karnes City, Texas 78118

Bidder's Contractor License No.: (if applicable)



**P.O. Box 367
Kenedy, TX 78119
Phone- (830) 583-3717
Fax- (830) 583-3746**

To whom it may concern:

CK Newberry will use the following vendors / suppliers for the Santa Clara Loop and Wetz Road Drainage and Road Improvement projects.

Valero: One Valero Way, San Antonio, Texas 78249 210-345-2000

Texas Materials: 2682 Wald Rd New Braunfels Tx 78132

Lhoist: 350 APG Ln New Braunfels, Tx

Colorado Materials: 5080 FM 2439 New Braunfels Tx

Ergon Asphalt & Emulsion: 907 2nd St Pleasanton, Tx

Ingram Concrete: 3580 FM 482 New Braunfels Texas 830-625-9156

1600 Texas Corrugators: 18231 FM 2252 #1 San Antonio, Texas 78266 210-653-

Mayfield Pipe & Products: 1500 State Hwy 60 N. Bay City, Texas 77414