

EXHIBIT A

OFFER

Enclosed with this offer (Exhibits A through E) is a bid guarantee (bid bond or cashier's or certified check payable to Wise County in the amount of 5% (Dollars) \$ 5%. It is agreed that in the event this offer is accepted by the Contracting Local Organization and the undersigned bidder fails to execute a contract and submit required post-bid information within five (5) workdays after receipt of Notice of Award of contract to him/her, the Point of Contact may terminate the contract for default and the bid guarantee is available to offset the difference of any cost of acquiring the work that exceeds the amount of its bid. If this offer is accepted, the undersigned bidder agrees to execute a contract and submit required post-bid information per contract terms, and also agrees to commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and to complete the entire works under Bid 17-600-013, within 107 (one hundred seven) calendar days after Contractor receives written Notice to Proceed. **Denton 23A & 23B - 1 contract; 2 sites; worked concurrently**

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated <u>10-11-2016</u>	Received <u>10-11-2016</u>
Addendum No. 2 dated <u>10-11-2016</u>	Received <u>10-11-2016</u>
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

CONTRACTOR

By 

Print name: TODD ROBERTS

Title: PRESIDENT

Addr: ERS of MS, Inc.
4526 Office Park Drive, Suite 2
Jackson, MS 39206


Secretary,
If Contractor is a Corporation

(SEAL)

EXHIBIT B
BID SCHEDULE

The undersigned, in compliance with Bid 17-600-013 for repair of Denton Creek Watershed, Sites 23A & 23B EWP Repair, having examined the plans, specifications and bidding documents, the site of the proposed work, and being familiar with all the conditions surrounding performance of the proposed project; agrees to furnish all labor, material and equipment and perform all work required in accordance with the plans, specifications and contract documents for the prices below, if this offer is accepted by the Contracting Local Organization within _____ calendar days after the date bids are due. [Note: Failure to insert a number means the bidder accepts the minimum thirty (30) calendar days as required in Notice to Bidders.]

-- Bidders are entitled to EXCLUDE exempt taxes in their bid prices --
[See Subpart B, Instructions to Bidders #4]

Bidder's Name/Title (type or print):

TODD ROBERTS, PRESIDENT

Bidder's Signature:

[Handwritten Signature]

Company Name:

ERS of MS, Inc.

Email:

ersinc@earthlink.net

Phone:

601-982-7788

Date:

10-13-2016

6/12/2016

**BID SCHEDULE
DENTON CREEK WATERSHED
SITE 23A EWP REPAIR**

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
1	Pollution Control	5	1-Job	Lump Sum	\$ <u>6500</u>	\$ <u>6500</u>
2	Sediment Filters, Site 23A	5	1170	Lin. Ft.	\$ <u>8</u>	\$ <u>9360</u>
3	Vegetation Establishment, Site 23A	6	5.7	Acres	\$ <u>6500</u>	\$ <u>37050</u>
4	Construction Surveys	7	1-Job	Lump Sum	\$ <u>7500</u>	\$ <u>7500</u>
5	Mobilization & Demobilization	8	1-Job	Lump Sum	\$ <u>45000</u>	\$ <u>45000</u>
6	Removal of Water	11	1-Job	Lump Sum	\$ <u>25000</u>	\$ <u>25000</u>
7	Rock Riprap, Site 23A	61	1575	Tons	\$ <u>130</u>	\$ <u>204750</u>
8	Contractor Quality Control	94	1-Job	Lump Sum	\$ <u>25000</u>	\$ <u>25000</u>
9	Geotextile, Site 23A	95	1760	Sq. Yd.	\$ <u>5</u>	\$ <u>8800</u>
10	Site Preparation, Site 23A	420	1-Job	Lump Sum	\$ <u>64473</u>	\$ <u>64473</u>

TOTAL \$ 433,433⁰⁰

6/12/2016

BID SCHEDULE
DENTON CREEK WATERSHED
SITE 23B EWP REPAIR

Item No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
11	Pollution Control	5	1-Job	Lump Sum	\$ <u>6500</u>	\$ <u>6500</u>
12	Sediment Filters, Site 23B	5	987	Lin. Ft.	\$ <u>8</u>	\$ <u>7896</u>
13	Vegetation Establishment, Site 23B	6	3.7	Acres	\$ <u>6500</u>	\$ <u>24050</u>
14	Construction Surveys	7	1-Job	Lump Sum	\$ <u>7500</u>	\$ <u>7500</u>
15	Mobilization & Demobilization	8	1-Job	Lump Sum	\$ <u>25028</u>	\$ <u>25028</u>
16	Removal of Water	11	1-Job	Lump Sum	\$ <u>25000</u>	\$ <u>25000</u>
17	Rock Riprap, Site 23B	61	2300	Tons	\$ <u>130</u>	\$ <u>299000</u>
18	Contractor Quality Control	94	1-Job	Lump Sum	\$ <u>25000</u>	\$ <u>25000</u>
19	Geotextile, Site 23B	95	2905	Sq. Yd.	\$ <u>5</u>	\$ <u>14525</u>
20	Site Preparation, Site 23B	420	1-Job	Lump Sum	\$ <u>65000</u>	\$ <u>65000</u>

TOTAL \$ 499,499⁰⁰

EXHIBIT C

REFERENCES

Bidder in accordance with the "Instruction to Bidders," Section 3(c) "References," shall list below up to five (5) recent projects upon which he/she has performed work similar to that specified herein. All lines for each reference shall be filled in completely with up-to-date information. Any omissions to this form, discrepancies in reference, or unverifiable information may be grounds for disqualification of the bidder.

1. Project Name: _____

Owner: _____ Total Contract Cost: \$ _____

Location: _____ Completion Date: _____

Description of Work: _____

SEE ATTACHED

Contact: _____ Phone Number: (____) _____

2. Project Name: _____

Owner: _____ Total Contract Cost: \$ _____

Location: _____ Completion Date: _____

Description of Work: _____

Contact: _____ Phone Number: (____) _____

EXHIBIT C (continued)

3. Project Name: _____

Owner: _____ Total Contract Cost: \$ _____

Location: _____ Completion Date: _____

Description of Work: _____

Contact: _____ Phone Number:(_____) _____

4. Project Name: _____

Owner: _____ Total Contract Cost: \$ _____

Location: _____ Completion Date: _____

Description of Work: _____

Contact: _____ Phone Number:(_____) _____

5. Project Name: _____

Owner: _____ Total Contract Cost: \$ _____

Location: _____ Completion Date: _____

Description of Work: _____

Contact: _____ Phone Number:(_____) _____

OWNER: USDA, NRCS
ENGINEER: Contracting Officer in Temple, TX
% Kat Pinckney 254-742-9984
DESCRIPTION: Cooke County EWP; Streambank and Earthen Dam Rehab
BEGINNING DATE: May 2011
COMPLETION DATE: July 2011
CONTRACT AMOUNT: \$ 275,600.00

OWNER: USDA, NRCS
ENGINEER: Contracting Officer in Temple, TX
% Kat Pinckney 254-742-9984
DESCRIPTION: Hildalgo County EWP, Rock Riprap Bank Stabilization
BEGINNING DATE: August 2012
COMPLETION DATE: September 2012
CONTRACT AMOUNT: \$ 490,000.00

OWNER: USDA, NRCS
ENGINEER: Contracting Officer in Temple, TX
% Kat Pinckney 254-742-9984
DESCRIPTION: Cameron County EWP; Sheet Pile Structure and Related Work
BEGINNING DATE: September 2012
COMPLETION DATE: November 2012
CONTRACT AMOUNT: \$ 1,200,000.00

OWNER: CITY OF VICTORIA
ENGINEER: Mr. Ken Gill, P.E.
DESCRIPTION: 2013 South Outfall Clearing and Re-Shaping
Victoria, TX
BEGINNING DATE: August 2013
COMPLETION DATE: September 2013
CONTRACT AMOUNT: \$ 138,050.00

OWNER: ALLEN PARISH POLICE JURY
ENGINEER: Mr. John Schexnayder, P.E. 225-929-6780
DESCRIPTION: 2.6 miles Channel Debris Clearing and Sediment Removal
Oberlin, LA
BEGINNING DATE: January 2014
COMPLETION DATE: March 2014
CONTRACT AMOUNT: \$ 348,145.00

OWNER: Lafayette Consolidated Government
ENGINEER: % Ms. Jessica Cornay, P.E. 337-291-8553
DESCRIPTION: Holiday Gardens Channel Drainage Improvements
BEGINNING DATE: May 2014
COMPLETION DATE: April 2015
CONTRACT AMOUNT: \$ 772,333.00

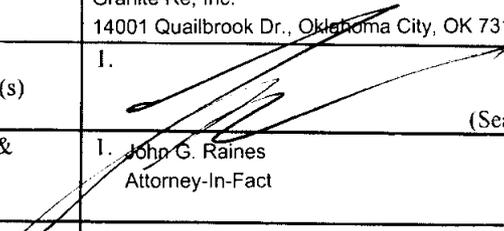
OWNER: LOUISIANA MILITARY DEPARTMENT
ENGINEER: % Mr. Tony Evett, P.E. 504-482-1141
DESCRIPTION: Army Airfield Firewater Retention Ponds (concrete lined)
BEGINNING DATE: January 2015
COMPLETION DATE: August 2015
CONTRACT AMOUNT: \$ 485,921.00

OWNER: REAL COUNTY
ENGINEER: % Mr. Eddie Bogard, P.E. 512-820-7839
DESCRIPTION: Stroman Rd. Concrete Low Water Crossing & Slope Repair
BEGINNING DATE: April 2016
COMPLETION DATE: May 2016
CONTRACT AMOUNT: \$ 125,000.00

OWNER: NAVARRO SOIL & WATER CONSERVATION DISTRICT
ENGINEER: % Mr. Tom Beach, P.E. 254-760-5943
DESCRIPTION: Grays Creek Reservoir, Site #1, Outfall Rehab
BEGINNING DATE: July 2016
COMPLETION DATE: August 2016
CONTRACT AMOUNT: \$ 234,234.00

BID BOND (See Instructions on Reverse)				Date Bond Executed (Must not be later than bid opening date) October 13, 2016		
Principal (Legal name and business address) ERS of MS, Inc. 4526 Office Park Drive, Suite 2 Jackson, MS 39206				Type of Organization ("X" one) <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
				State of Incorporation Mississippi		
Surety(ies) (Name and business address) Granite Re, Inc. 14001 Quailbrook Drive Oklahoma City, OK 73134						
Penal Sum of Bond				Bid Identification		
Percent Of Bid Price 5%	Amount Not to Exceed				Bid Date October 13, 2016	Invitation No. Bid 17-600-013
	Million(s)	Thousand(s)	Hundred(s)	Cents	For: Construction Denton Creek Watershed Site 23A and 23B EWP Repair	
<p>KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to <u>Wise County Asset Control Office</u>, Texas, hereinafter called the Contracting Local Organization, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: Provided, That where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above.</p> <p>NOW, THEREFORE, if the Principal, upon acceptance by the Contracting Local Organization of his/her bid identified above, within the period specified therein for acceptance (30 days), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (5 workdays after receipt of the forms by him/her), or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the Contracting Local Organization for any cost of procuring the work which exceeds the amount of his/her bid, then the above obligation shall be void and of no effect.</p> <p>Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Contracting Local Organization, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>						
Principal						
Signature(s)	1.  (Seal)			2. (Seal)		
Name(s) & Title(s) [typed]	1. Todd Roberts President			2.		

CORPORATE SURETY(IES)

CORPORATE SURETY(IES)				
SURETY A	Name & Address	Granite Re, Inc. 14001 Quailbrook Dr., Oklahoma City, OK 73134	State of Inc. Oklahoma	Liability Limit
	Signature(s)	1.  (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1. John G. Raines Attorney-In-Fact	2.	
SURETY B	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	
SURETY C	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	
SURETY D	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	
SURETY E	Name & Address		State of Inc.	Liability Limit
	Signature(s)	1. (Seal)	2.	(Seal)
	Name(s) & Title(s) [typed]	1.	2.	

INSTRUCTIONS

(1) The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his/her authority must be furnished.

(2) The penal sum of the bond may be expressed as a percentage of the bid price if desired. In such cases, a maximum dollar limitation may be stipulated (e.g., 5% of the bid price but the amount not to exceed _____ dollars).

(3) The name of each person signing this bid bond should be typed in the space provided.

(4) The person signing the bond for the surety must submit evidence of his/her authority to act for the surety.

(5) The corporate surety must be approved by the state in which the services or supplies are to be delivered or in which construction is to be performed and must be among those appearing on the U.S. Treasury Department's list of approved sureties.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. BURNUM; SHARON TARVER; RITA G. CLARK its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

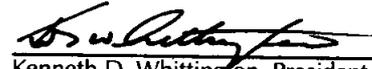
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

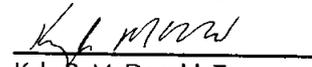
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. BURNUM; SHARON TARVER; RITA G. CLARK may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 8th day of October, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 8th day of October, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
13th day of October, 2016.



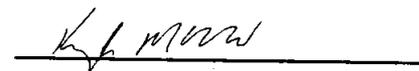

Kyle P. McDonald, Secretary/Treasurer

EXHIBIT E BIDDER CERTIFICATIONS

By submission of this bid, bidder certifies to all Sections in this Exhibit E.

Bidder should circle appropriate answers in Sections A, B and C.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SECTION A: Texas Franchise Tax Certification

Bidder [IS / **(IS NOT)**] currently delinquent in the payment of any franchise tax owed to the State of Texas, or is exempt from, or not subject to, such tax.

SECTION B: Texas Resident/Nonresident Bidder Certification

Bidder [IS / **(IS NOT)**] a Texas resident bidder as defined below.

DEFINITIONS: Per State of Texas House Bill 620.

"Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

SECTION C: Authority to Transact Business in Texas Certificate

Complete ONLY if you are a Texas nonresident bidder.

- (1) Texas nonresident bidder [**(IS)** / IS NOT] a corporation limited partnership, or limited liability company. *If answer is "IS NOT", do not complete C(2) and C(3) below.*
- (2) Bidder [**(HAS)** / HAS NOT] obtained a Certificate of Authority through the Texas Secretary of State to transact business in Texas. ***Attach a copy of Certificate to bid if available.***
- (3) If response to C(2) is 'HAS NOT', bidder agrees to present a current Certificate of Authority to the Contracting Local Organization by the time post-bid information is due: [**YES / NO**]

SECTION D: Officials Not to Benefit: Bidder certifies that its firm is not an official of Wise County, (all in the State of Texas), or a firm in which any official or any member of such official's immediate family of these entities has direct or indirect interest in the pecuniary profits or contracts of its firm.

SECTION E: Applicable Statutes

Contractor shall certify that all Local, State and Federal laws that apply to this scope of work and shall be adhered to.

[end of Bidder Certifications]



The State of Texas

Secretary of State

CERTIFICATE OF AUTHORITY

OF

ERS, INC.
CHARTER NUMBER 00125004

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED APPLICATION OF THE ABOVE ENTITY FOR A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE HAS BEEN RECEIVED IN THIS OFFICE AND IS FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THIS STATE FROM AND AFTER THIS DATE, FOR THOSE PURPOSES SET FORTH IN THE APPLICATION, UNDER THE NAME OF

ERS OF MS, INC.

DATED MAR. 1, 1999

EFFECTIVE MAR. 1, 1999



A handwritten signature in cursive script, reading "Elton Bomer".

Elton Bomer, Secretary of State