



[BELL CONTRACTORS, INC] RESPONSE DOCUMENT REPORT

BID No. 25-33

[Re-use Water for Golf Course Irrigation](#)

RESPONSE DEADLINE: June 12, 2025 at 2:00 pm

Report Generated: Thursday, June 12, 2025

Bell Contractors, Inc Response

CONTACT INFORMATION

Company:

Bell Contractors, Inc

Email:

jperez@bellcontractors.com

Contact:

Jonathan Perez

Address:

3082 WEST hwy 190
Belton, TX 76513

Phone:

N/A

Website:

N/A

Submission Date:

Jun 12, 2025 1:45 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jun 12, 2025 6:10 PM by Jonathan Perez

Addendum #2

Confirmed Jun 12, 2025 6:10 PM by Jonathan Perez

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

conflict_of_interest.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

References.pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the

following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – “Boycott Israel”*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

Confirmed

5. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government

Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

11. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? *

Yes

12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

13. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

14. Can service be accomplished as specified in the specifications?*

Yes

15. When can service commence after award (number of days)?*

15

16. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Jonathan Perez V.P.

3082 W. HWY 190 Belton, Texas 76513

jperez@bellcontractors.com

254-654-1365

17. Cooperative Governmental Purchasing Notice*

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

No

18. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

19. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

n/a

20. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

yes

21. Indicate the company's first year of business operation:*

1977

22. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

The Nitsche Group, Jennifer Biehle, 979-540-2225

23. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

no

24. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:*

n/a

25. Emergency Business Service Contact Notice*

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to lluciano@killeentexas.gov

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

- [Emergency Business Service ...](#)

Emergency_Business_Service_Contact_Notice.pdf

26. Proposal Documents*

Please Upload your COMPLETE Proposal here.

bid_package.pdf

bid_package.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

Bell Contractors, 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.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

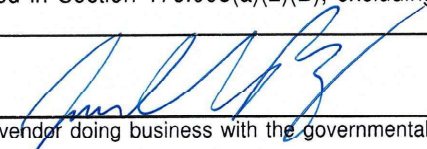
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

06/11/2025

Date

REFERENCES

Please provide three references:

Reference No. 1

Company Name Kiella Homebuilders
Address 7462 W. Adams Ave.
Temple, TX 76502
Type of Business Developer
Contact Person Ronny Mikeska
Email Address ronny@kiella.com
Telephone and Fax #'s 254-935-0752
Date and Type of Service(s) Provided Ongoing utility contracts

Reference No. 2

Company Name KPA Engineers
Address 19 N. Main St.
Temple, TX 76501
Type of Business Engineering
Contact Person Ginger Tolbert
Email Address gtolbert@kpaengineers.com
Telephone and Fax #'s 254-773-3731
Date and Type of Service(s) Provided Ongoing utility contracts

Reference No. 3

Company Name MW Builders/Cerris Builders
Address 3712 Helios Way
Pflugerville, TX 78660
Type of Business Developer
Contact Person Ray McGrew
Email Address rmcgrew@mwbuilders.com
Telephone and Fax #'s 254-394-0701
Date and Type of Service(s) Provided True Harvest, Centx35, Valex USA

Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to lluciano@killeentexas.gov

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hour's emergency opening of the business listed below.

Business Name: Bell Contractors, Inc.

Contract #: _____

Description: _____

Primary Contact (Name): Jonathan Perez

Primary Contact Phone Numbers: Home: (254) 939-3509 Cell: (254) 654-1365

Secondary Contact (Name): Craig Evans

Secondary Contact Phone Numbers: Home: (254) 939-3509 Cell: (254) 534-1476

After Hours emergency opening fee, if applicable: \$ 5,000.00

NOTICE TO BIDDERS
BID NO. 25-33
Re-use Water for Golf Course Irrigation Project
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for ***Re-use Water for Golf Course Irrigation Project*** electronically through the City's OpenGov e-bidding site **or** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, Texas 76541, until **2:00 p.m. on June 5, 2025**. Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://procurement.opengov.com/login>.

Bids will be opened and read aloud through Zoom online video conferencing at **2:15 p.m. on June 5, 2025**; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

<https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: **04142020**

An mandatory pre-bid conference and site visit will be held on **May 27, 2025 at 2:00 p.m.** at the Transportation Conference Room, 3201-A South WS Young Drive, Killeen, TX 76542.

Bid questions will be accepted on the OpenGov e-bidding site, until **2:00 p.m. on May 29, 2025**. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<https://www.killeentexas.gov/414/Purchasing>), Demand Star (<http://www.demandstar.com/>), ESBD (www.txsmartbuy.com) and OpenGov E-Bidding site (<https://procurement.opengov.com/login>).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Sophonia Price
Director of Procurement and Contract Management

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Submit BIDS upon the prescribed forms, or copies thereof. Prepare BIDS in compliance with the requirements of the NOTICE TO BIDDERS, these instructions, and the instructions printed on the prescribed forms. All applicable blank spaces on the BID must be filled in as noted, in ink with amounts extended and totaled, and no changes made in the phraseology of the forms or of the items mentioned therein. Any BID may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the BID form, or in which any of the prices are obviously unbalanced or which fails to conform in any manner to the conditions of the NOTICE TO BIDDERS. The bidder must sign his BID in the blank space provided therefore. If the BID is made by a partnership, it must be signed on behalf of the partnership by one of the partners; if made by a corporation, it must be signed on behalf of the corporation by one of its officers. In order to ensure consideration, the BID must be enclosed in a sealed envelope plainly identified by the name of the project and addressed to the Owner as prescribed in the NOTICE TO BIDDERS.

2. INTERPRETATION OF CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS, AND PLANS:

Bidders desiring further information, or further interpretation of the Contract Documents and TECHNICAL SPECIFICATIONS and PLANS must make request for such information to the Engineer, prior to 48 hours before the bid opening. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound and made a part of the Contract. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Contract Documents, TECHNICAL SPECIFICATIONS, or PLANS, or should he be in doubt as to their meanings, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if they received all such addenda, complete files of which will be maintained in the office of the Engineer and in the Office designated to receive the BIDS.

3. AWARD OF CONTRACT

Unless he rejects all BIDS, the Owner will award the Contract within sixty (60) days of the bid date, unless the time is extended by mutual consent. Considering all elements of the BIDS, contract will be awarded to the lowest responsible bidder. The right is reserved to reject any or all BIDS and to waive technical defects, as the interest of the Owner may require.

4. CONDITIONS OF WORK:

Each bidder is expected to inform himself fully of the construction and labor conditions under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, TECHNICAL SPECIFICATIONS, and PLANS. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the considerations set forth in this BID. Any information given in regard to subsurface data, test borings, and similar conditions are to be considered approximate and does not relieve the bidder of the responsibility for its verification.

5. TIME OF COMPLETION:

The Contractor shall have 260 consecutive calendar days to substantially complete the proposed work. Liquidated damages in the amount of \$500 shall be assessed each day thereafter. The Contractor shall have 280 consecutive calendar days for final completion of the proposed work. Liquidated damages in the amount of \$500 shall be assessed each day thereafter.

6. DELIVERY OF PROPOSALS:

It is the bidder's responsibility to deliver his BID at the proper time to the proper place. The fact that a BID was dispatched will not be considered. The bidder must have the BID actually delivered.

7. SITE INVESTIGATION:

The Bidder acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions of the site, the conformation and facilities needed preliminary to and during prosecution of the Work.

8. QUALIFICATION OF BIDDERS:

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the Bidder is not properly qualified to carry out the obligations of the Contract. Conditional bids will NOT be accepted.

**APPENDIX A
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS**

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
 - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov Site: (<https://procurement.opengov.com/login>)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder mistakes or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at sprice@killeentexas.gov . All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;
 - * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - * Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to |

- | | |
|---|---|
| * The extent to which the goods or services meet the municipality's needs | acquire the bidder's goods or services
* Reputation of bidder and of bidder goods and services |
|---|---|
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the

Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

24. Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in

Texas Government Code section 809.001 to means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE:  DATE: 06/11/2025

PRINT NAME: Jonathan Perez, V.P.

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein 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. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material 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 work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of 5% MAB

_____ DOLLARS (\$ _____), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, 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 received.

COUNTY: BELL
PROJECT: RE-USE WATER FOR GOLF COURSE IRRIGATION
BID NO.: 25-33

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: 5% of Aggregate Bid and _____

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with RE-USE WATER FOR GOLF COURSE IRRIGATION Plan Sheets and Specifications, to the satisfaction of the Engineer.

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

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated <u>05/22/2025</u>	Received <u>05/22/2025</u>
Addendum No. 2 dated <u>06/05/2025</u>	Received <u>06/05/2025</u>
Addendum No. 3 dated _____	Received _____

This is a Bid of: Bell Contractors, Inc. Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of _____, or; and Individual, doing business as _____.

By:  _____

Seal, if a Corporation

V.P. _____
TITLE _____

MAILING ADDRESS _____

3082 W. Hwy. 190
STREET ADDRESS _____

Belton, TX 76513
CITY AND STATE _____

254-939-3509
TELEPHONE NUMBER _____

**EXHIBIT "A" - UNIT PRICE WORK
BID SCHEDULE
CITY OF KILLEEN, TEXAS
Re-Use Water for Golf Course Irrigation**

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price in Figures	Total Amount
1)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide Preparation of Right-of-Way, Haul Off, and Site Clearing, including but not limited to; miscellaneous demolition; demolition and removal of trees; existing utility and structure verification, bracing, and/or protection; landscaping and grass sod removal and replacement, including tree protection; DVD copies of Video Recording of site pre construction; per project specifications and details, complete in place per lump sum.	\$ 16,097.08	\$ 16,097.08
2)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide Mobilization, Bonds, Permits and Insurance, per project specifications and details, complete in place per lump sum. (Maximum 5%)	\$ 37,973.33	\$ 37,973.33
3)	100%	LS	Furnish and install all materials, labor overhead, and profit required to provide and implement a Storm Water Pollution Prevention Plan, including permits, per City of Killeen and TCEQ specifications and requirements, complete in place per lump sum.	\$ 12,090.21	\$ 12,090.21
4)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide and implement a Trench Safety Plan, signed and sealed by Registered Professional Engineer Licensed in the State of Texas, per project specifications and details, complete in place per lump sum.	\$ 3,385.34	\$ 3,385.34
5)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to Pothole, Excavate and Locate Existing Utilities, at locations shown on plans, per project specifications, notes and details, complete in place per lump sum.	\$ 6,562.08	\$ 6,562.08
6)	10	SY	Furnish and install all materials, labor, overhead and profit required to sawcut, remove, and replace existing HMA Pavement, at locations shown on plans, per project specifications, complete in place per square yard.	\$ 223.45	\$ 2,234.50
7)	12	SY	Furnish and install all materials, labor, overhead and profit required to sawcut, remove, and replace existing Reinforced Concrete Cart Path, at locations shown on plans, per project specifications, complete in place per square yard.	\$ 303.95	\$ 3,647.40

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price in Figures	Total Amount
8)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide new 100,000 Gallon Water Storage Tank including but not limited to; New Ground Storage Tank, New Structural Concrete Ring, New 8" PVC DR18 Reclaimed Water Main, New 8" Water Main Fittings, New 8" Ductile Iron Pipe, New Connections to Existing Water Mains and Supply Lines, SCADA system, Transmitters, Electrical Wiring, Electrical Service, Conduit, Connectors, Raceway, Boxes, Control Systems, Disconnects, Fuses, Phase Failure Protection, Wiring Gutters, Conductors, Circuit Breakers, Connections and Terminations to all New Equipment, Devices, and Fixtures, Grounding Work, Trenching, Earthwork, Permits, Training, and All Appertenances, etc. at locations show on plans, per project specifications, notes and details, complete in place per lump sum.	\$ <u>552,913.97</u>	\$ <u>552,913.97</u>
9)	100%	LS	Furnish and install all equipment, materials, labor overhead, and profit required to provide the control system, including, all cabinets, conductors, terminations, raceway, design services, programming, hardware, radio tower software, permits, tools, labor, equipment, materials, supervision, etc for a complete and operable system, completely integrated with the Owner's system, including training as necessary, complete in place per lump sum.	\$ <u>115,356.08</u>	\$ <u>115,356.08</u>
10)	100%	LS	Furnish and install all materials, labor, tools, permits, overhead, supervision, and profit required to provide electrical testing as detailed in the electrical specifications, complete in place per lump sum.	\$ <u>2,905.42</u>	\$ <u>2,905.42</u>
11)	100%	LS	Furnish and install all materials, labor, tools, permits, overhead, supervision, and profit required to provide electrical system studies, to include short circuit and arc flash studies. Provide arc flash labels as required by the plans and specifications and as required by NEC, complete in place per lump sum.	\$ <u>12,105.42</u>	\$ <u>12,105.42</u>
12)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide (4) Operantions and Maintenance (O & M) Manuals as per City of Killeen requirements, complete in place per lump sum.	\$ <u>1,840.42</u>	\$ <u>1,840.42</u>
13)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide ALL WATER MAIN TESTING per TCEQ Requirements and Contract Documents, complete in place per lump sum.	\$ <u>3,251.04</u>	\$ <u>3,251.04</u>
Total City of Killeen 2024 Re-Use Water for Golf Course Irrigation:				\$ <u></u>	<u>770,362.29</u>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Bell Contractors, Inc.
as Principal, and firmly bound unto City of Killeen
as owner in the sum of
\$ 5% Maximum Amount of Bid (5% MAB) as the proper measure of liquidated damages for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this 12th day of June, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to The City
of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
for the **RE-USE WATER FOR GOLF COURSE IRRIGATION**
Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall be accepted and the Principal
shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in
accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for
the payment of all persons performing labor or furnishing materials in connection therewith, and shall in
all other respects perform the agreement created by the acceptance of said Bid,

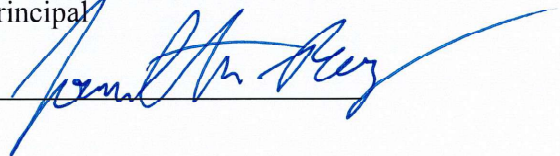
Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the
face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of time within which the Owner
may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed and these
presents to be signed by their proper officers, the day and year set forth above.

Bell Contractors, Inc. (L.S.)

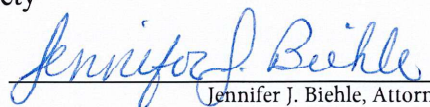
Principal



Travelers Casualty and Surety Company of America

Surety

By:



Jennifer J. Biehle, Attorney-In-Fact

SEAL



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Jennifer J Biehle** of **GIDDINGS**, **Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

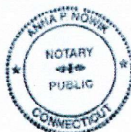
City of Hartford ss.


By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

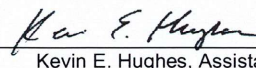
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **June**, **2025**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Claim Reporting Information

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Travelers Bond & Financial Products Claim is comprised of dedicated claim professionals equipped with the specific expertise needed to handle management liability and surety claims. Our dedicated professionals are located in over 35 locations across the country so you will always receive superior claim service wherever you're doing business.

To report a claim

Email

bfpclaims@travelers.com

Fax

888.460.6622

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Management Liability Claims

(Directors & Officers, Errors & Omissions,
Fiduciary, and Employment Practices
Liability and Crime)

Travelers Bond & Financial Products Claim

385 Washington Street

Mail Code 9275-NB03F

St. Paul, MN 55102

Surety Claims

(Commercial & Construction Surety Bonds)

Travelers Bond & Financial Products Claim

Attn: Surety Claim

One Tower Square, S102A

Hartford, CT 06183

Questions about reporting your claim

Rest assured that wherever possible, our claim professionals are ready to help. When you call, you can always expect to be assisted promptly and treated with the utmost respect, integrity, professionalism and skill.

For more information or to download Claim Services Guides, please visit us online at travelers.com/BFPClaims.

General claim reporting questions

Call: **800.842.8496**; the phone line is operated 24/7

Specialty coverage reporting questions

Financial Institutions Property & Casualty

Call: 800.238.6225

CyberRisk/Data Breach

Call: 800.842.8496, choose prompt #1

Identity Fraud

Call: 800.842.8496, choose prompt #2

Email: BondClaimIDFraud@travelers.com

Kidnap & Ransom Coverage

Call: Olive Group US: 713.918.6401 or

Call: Olive Group UK: +44 (0) 207.240.3237

travelers.com/BFPClaims

Travelers Casualty and Surety Company of America and its property casualty affiliates, One Tower Square, Hartford, CT 06183

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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.

Bell Contractors, 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.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

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

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

06/11/2025

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.

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	Bell Contractors, Inc.		
Business Address:	3082 W. Hwy. 190 Belton, TX 76513		
Telephone Number:	254-939-3509		
Fax Number:	254-939-3500		
Form of Business:	Corporation	Partnership	Individual Joint Venture
IF A CORPORATION			
Date of Incorporation:	09/22/1980		
State Incorporated:	Texas		
President's Name:	Michael Pilkington		
Vice President's Name:	Jonathan Perez		
IF A PARTNERSHIP			
Date of Organization:			
Type	General	Limited	
IF AN INDIVIDUAL			
Name:			
Business Address:			
IF A JOINT VENTURE			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	60	Past Year's Revenues:	\$35,483,583.00
Average Number of Projects Annually:	90	Average Construction Cost of Project:	\$600,000.00
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Utility installation, bonding, SWPPP, & material			
2. List work that will be provided by Subcontractors on this project.			
Tanks, electrical, and site clearing			

TABLE 2 – CONSTRUCTION EXPERIENCE

1. Years of experience on boring/jacking drainage culverts on railroad projects:			
As a General Contractor:	30+	Number of Total Projects:	20+
2. Number of boring/jacking drainage culverts on railroad projects completed in the past five (5) years?			
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

TABLE 3 – PROPOSED KEY PERSONNEL

PROJECT MANAGER	
Name of Project Manager	Jonathan Perez
Years of Experience as PM	15
Number of Similar Projects as PM with this company	15
Number of Similar Projects with other companies (PM)	N/A
Current Assignments	10
% of time dedicated to this project	5%
Reference Project	
Project Name: Outer Loop	Reference Name: Bobby Ferguson
Title: PM	Organization: Emerson Construction
Telephone Number: 254-939-2094	Email: bferguson@eccinc.com
PROJECT SUPERINTENDENT	
Name of Superintendent	Craig Evans
Years of Experience as Superintendent	30
Number of Similar Projects as Super with this company	20
Number of Similar Project with other companies (Super)	10
Current Assignments	Overseeing all crews
% of time dedicated to this project	5
Reference Project	
Project Name: North Point	Reference Name: Ronny Mikeska
Title: SVP	Organization: Kiella
Telephone Number: 254-778-0085	Email: ronny@kiella.com

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
3430 LF of 36" DIP waterline, valves, fittings, steel encasement by bore and open cut, ARV's, etc.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	S. Temple Transmission Main Line C	\$4,839,583.39	04/01/2025	3%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Ronny Mikeska	S.V.P.	Kiella Homebuilders		
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Ginger Tolbert		KPA Engineers		
REFERENCE PROJECT 2				
Project Description				
700 LF 10" waterline, 160 LF of 24" steel encasement by bore, 1032 LF of 12" sewer pipe, 100 LF of 10" sewer pipe, 1240 LF of 8" sewer pipe, manholes, fittings, hydrants, etc.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
CSW Killeen, LP	Anthem Park	\$634,285.92	11/01/2024	3%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Brad Aycock		Aycock Construction	254-698-2551	
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
		Walker Partners		
REFERENCE PROJECT 3				
Project Description				
2940 LF of 8" waterline, valves, fittings, meters, rpz's, 50 LF of 24" steel encasement, 920 LF of 12" waterline, hydrants, 1118 LF of 8" sewer pipe, manholes, 1400 LF of 36" HDPE, 1110 LF 30" HDPE, 840 LF of 24" HDPE, fittings, storm structures, etc.				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Freehill Pine Ridge	Freehill Hero Way W	\$1,671,167.03	11/01/2024	2%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Brian Owrey		Owrey Construction	281-407-1282	bowrey@owreyconst
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
		2P Consultants, LLC	512-344-9664	

[illegible]

AFFIDAVIT

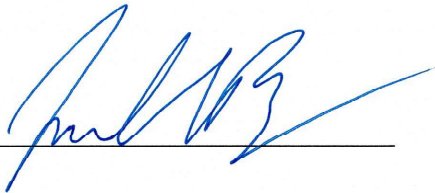
State Texas

County of Bell

Jonathan Perez, being duly sworn deposes and attests that he/she is
(name)
V.P. and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

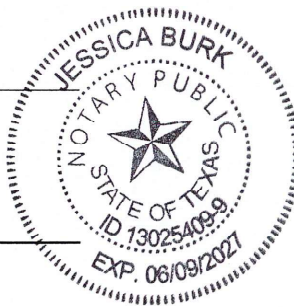
Signature



Signed and sworn to me before this 11th day of June, 2025.

Jessica Burk
Notary Public

My Commission expires: 06/09/2027



COUNTY: BELL
PROJECT: RE-USE WATER FOR GOLF COURSE IRRIGATION
BID NO.: 25-33

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CERTIFICATE OF COPORATE RESOLUTION

I, Pamela Barabas, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Bell Contractors, Inc.,
a Texas corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State
of Texas, and is duly qualified to transact business and to own, operate and develop its
properties in the State of Texas.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally
adopted on 04/05/2024 by the Board of Directors of the Corporation in
accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly
entered in the minutes of such meeting in the minute book of the corporation and have not been
rescinded or modified in any respect and are presently in full force and effect.
- 3
4. The following persons are duly elected, qualified and acting officers of the corporation and hold
respective offices set opposite their names:

Michael Pilkington : President

Jonathan Perez : Vice President

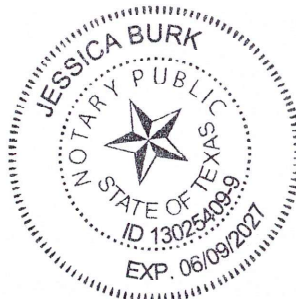
Pamela Barabas : Secretary

TO CERTIFY WHICH I have executed this certificate this 11th day of June,
2025.

Pamela Barabas
Secretary

STATE OF Texas
COUNTY OF Bell

This instrument was acknowledged before me on the 11th day of June,
2025 by Pamela Barabas, Secretary, of
Bell Contractors, Inc., a corporation, on behalf of
said Corporation.



Jessica Burk
Notary Public, State of Texas
Name: Jessica Burk
My commission expires 06/09/2027

**UNANIMOUS CONSENT OF THE SHAREHOLDERS
AND DIRECTORS OF BELL CONTRACTORS, INC.,
IN LIEU OF A FORMAL MEETING OF THE DIRECTORS**

The undersigned, being the sole Shareholder and Director of the Board of Directors of **BELL CONTRACTORS, INC.**, A Texas corporation (the "Corporation"), does hereby consent that, when he shall have signed this consent or an exact counter-part hereof, the following resolutions shall then be deemed to be adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board of Directors of said Corporation duly call and held for the purpose of acting upon a proposal to adopt such resolutions:

RESOLVED, that the following individuals are elected as officers of the Corporaton:

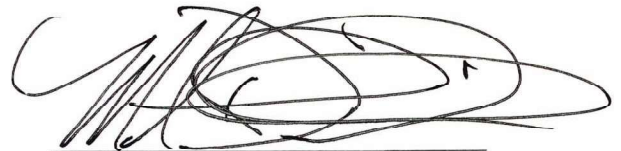
MICHAEL D. PILKINGTON	-	President
JONATHAN PEREZ	-	Executive Vice President
LAUREL PILKINGTON	-	Vice President
PAMELA BARABAS	-	Secretary
JESSICA ROBERTSON	-	Treasurer

BE IT FURTHER RESOLVED that the President or the Executive Vice President of the Corporation be authorized and empowered and are hereby authorized and empowered to sign and execute for and on behalf of the Corporation agreements and contracts of an description in the ordinary course of the Corporation's business, and any such documents when so signed shall be the binding act and deed of the Corporation without the necessity of any other officer attesting such signature and without affixing the Corporation's seal.

This resolution shall remain in effect until repealed or modified by the Corporation's Board of Directors.

The undersigned, being the sole Director of **BELL CONTRACTORS, INC.**, waives notice of the above meeting and ratifies and confirms all actions taken at such meeting.

EXECUTED to be effective April 5, 2024.

A handwritten signature in black ink, appearing to read 'MICHAEL D. PILKINGTON', written over a horizontal line.

MICHAEL D. PILKINGTON

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or business relationship with person named in item 3

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

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

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY