

## **BID OR PROPOSAL GENERAL TERMS AND CONDITIONS**

### **CITY OF KILLEEN**

#### **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 fuel 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 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.
- (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
- (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:

Delivery Address:  
City of Killeen  
Attn: Purchasing Department  
802 2<sup>nd</sup> Street, Bldg. E  
Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
1. The Bidder misstates 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**

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

**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 or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

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

municipality to acquire the bidder's goods or services

“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.
- (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 follow council approval. A contract, for review by the City’s legal team, shall follow receipt.
- (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. 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.

**12. Termination of Contract**

Any contract pursuant after this bid packet 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. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

**13. 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.

**14. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council or 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 is 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 law are available at: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

**15. Venue for Legal Action**

The standard form of agreement later referenced in this bid packet 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.

**16. 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.

**17. 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, 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 a 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.

- (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

**18. Verification by Vendor**

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.

**19. Acknowledgement**

Each bidder, by their signature, represents that they have read the “Terms and Conditions for Bids”, and will comply with these terms and conditions.

By signing this document, the respondent 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.

Additionally, the City may not enter into a contract for general construction, an

Bid No. 22-06

improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE: Joel Brown DATE: 02/07/2022

PRINT NAME: Joel Brown





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: J.B. & Co. LLC and The Great American Insurance Company

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 Wolf Ditch Drainage Improvement Project 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 02/02/22 Received JB  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

This is a Bid of J.B. & Co. LLC Corporation, organized and existing under the laws of the State of TX, or; a Partnership consisting of \_\_\_\_\_, or: an Individual, doing business as \_\_\_\_\_.

By: Joel Brown 

Seal, if a Corporation

Manager  
TITLE

2626 Cole Ave. Suite #300  
Dallas, TX 75204  
MAILING ADDRESS

2626 Cole Ave. Suite #300  
STREET ADDRESS

Dallas, TX 75204  
CITY AND STATE

972-515-3646  
TELEPHONE NUMBER

**EXHIBIT "A" – UNIT PRICE WORK  
 BID SCHEDULE  
 CITY OF KILLEEN, TEXAS  
 Wolf Ditch Drainage Improvement Project**

BIDDER proposes to complete all work described in the Contract Documents in accordance with the following Bid Schedule:

Item No.	Estimated Quantity	Unit	Description of Items with Bid Prices Written In Words	Unit Price	Total Amount
<b>GENERAL</b>					
1.	1	Lump Sum	Mobilization.	\$ <u>25,000</u>	\$ <u>25,000</u>
2.	1	Lump Sum	Payment and Performance Bonds.	\$ <u>5,000</u>	\$ <u>5,000</u>
3.	1	Lump Sum	Traffic Control Plan implementation.	\$ <u>6,000</u>	\$ <u>6,000</u>
4.	1	Lump Sum	Site Preparation.	\$ <u>8,750</u>	\$ <u>8,750</u>
5.	191	Linear Feet	Trench Safety Plan and implementation.	\$ <u>10</u>	\$ <u>1,910</u>
6.	1	Each	City Project Sign.	\$ <u>900</u>	\$ <u>900</u>
7.	1	Each	Brace existing utility pole during excavation.	\$ <u>2,875</u>	\$ <u>2,875</u>
8.	20	Linear Feet	Remove and replace 6' chain-link fence.	\$ <u>30</u>	\$ <u>600</u>
9.	140	Linear Feet	Remove and replace 6' wooden privacy fence.	\$ <u>50</u>	\$ <u>7,000</u>
10.	1	Each	Remove and replace brick mailbox	\$ <u>3,000</u>	\$ <u>3,000</u>
11.	1	Lump Sum	Relocate 1 sanitary sewer service with pipe size to match existing pipe diameter, cleanouts, & fittings as necessary to avoid proposed storm drain pipe	\$ <u>8,700</u>	\$ <u>8,700</u>
12.	1	Lump Sum	Relocate 1 domestic water service with pipe size to match existing pipe diameter, adapters, & fittings as necessary to avoid proposed storm drain pipe	\$ <u>6,000</u>	\$ <u>6,000</u>
<b>ROADWAY</b>					
13.	19	Square Yards	Sawcut asphalt, furnish, and install standard 6-foot concrete valley gutter.	\$ <u>415</u>	\$ <u>7,885</u>

Bid No. 22-06

14.	12	Square Yards	Remove existing 4-foot concrete valley gutter.	\$ <u>65</u>	\$ <u>780</u>
15.	19	Square Yards	Furnish and install flexbase.	\$ <u>30</u>	\$ <u>570</u>
16.	5	Square Yards	Remove and replace concrete sidewalk.	\$ <u>150</u>	\$ <u>750</u>
17.	81	Linear Feet	Remove and replace concrete curb and gutter.	\$ <u>35</u>	\$ <u>2,835</u>
18.	15	Square Yards	Remove and replace concrete driveway.	\$ <u>150</u>	\$ <u>2,250</u>
<b>DRAINAGE</b>					
19.	1	Each	Remove existing curb inlet.	\$ <u>2,000</u>	\$ <u>2,000</u>
20.	3	Each	Furnish and install 10' curb inlet (Type S-1 and Type G-1).	\$ <u>15,000</u>	\$ <u>45,000</u>
21.	134	Linear Feet	Remove existing 18" RC storm drain pipe.	\$ <u>35</u>	\$ <u>4,690</u>
22.	322	Linear Feet	Furnish and install 24" RC pipe, CL III.	\$ <u>105</u>	\$ <u>33,810</u>
23.	1	Each	Remove existing concrete headwall for 18" RCP, furnish and install concrete headwall, CH-PW-0.	\$ <u>4,000</u>	\$ <u>4,000</u>
24.	16	Square Yards	Remove and replace concrete riprap.	\$ <u>100</u>	\$ <u>1,600</u>
<b>EROSION CONTROL</b>					
25.	314	Square Yards	Furnish and install sod or hydromulch seeding to re-establish vegetation.	\$ <u>10</u>	\$ <u>3,140</u>
26.	314	Square Yards	Furnish and install topsoil (4").	\$ <u>6</u>	\$ <u>1,884</u>
27.	3	Each	Furnish, install, and remove curb inlet protection.	\$ <u>850</u>	\$ <u>2,550</u>
28.	20	Linear Feet	Furnish, install, and remove temporary rock filter berm.	\$ <u>100</u>	\$ <u>2,000</u>
29.	140	Linear Feet	Furnish, install, and remove silt fence.	\$ <u>100</u>	\$ <u>1,400</u>
<b>Total Base Bid</b>					\$ <u>192,879.00</u>

Bid No. 22-06

**TOTAL PRICE BASE BID IN WORDS FOR THIS CONTRACT IS:**

One Hundred Ninety-Two Thousand Eight Hundred Seventy-Nine

\_\_\_\_\_ DOLLARS AND No CENTS

J.B. & Co. LLC

CONTRACTOR



SIGNATURE

Joel Brown, Manager

NAME AND TITLE

2626 Cole Ave. Suite #300  
Dallas, TX 75204

ADDRESS

972-515-3646

TELEPHONE NUMBER

Seal and Authorization  
(if a Corporation)

**ATTEST:**



SECRETARY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
J.B. & Co. LLC  
 as Principal, and firmly bound unto City of Killeen  
 as owner in the sum of  
 \$ 5% of Greatest Amount Bid 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 7th day of February, 2022.

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 Wolf Ditch Drainage Improvement Project

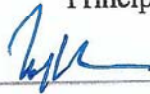
Now, Therefore,

- (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.

J.B. & Co. LLC (L.S.)  
 Principal



Great American Insurance Company  
 Surety

By: 

SEAL

STATEMENT OF QUALIFICATIONS

<b>ABLE 1 – GENERAL INFORMATION</b>			
<b>A. COMPANY DATA</b>			
Organization Doing Business:	J.B. & Co. LLC		
Business Address:	2626 Cole Ave. Suite #300		
	Dallas, TX 75204		
Telephone Number:	972-515-3646		
Fax Number:			
Form of Business:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual
			<input type="checkbox"/> Joint Venture
<b>IF A CORPORATION</b>			
Date of Incorporation:	11/19/2015 (We are a LLC filing as an S-Corp)		
State Incorporated:	Texas		
President's Name:	Joel Brown		
Vice President's Name:	Joel Brown		
<b>IF A PARTNERSHIP</b>			
Date of Organization:			
Type	<input type="checkbox"/> General	<input type="checkbox"/> Limited	
<b>IF AN INDIVIDUAL</b>			
Name:			
Business Address:			
<b>IF A JOINT VENTURE</b>			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
<b>B. BUSINESS INFORMATION</b>			
Current Number of Full Time Employees:	6	Past Year's Revenues:	\$12,400,000
Average Number of Projects Annually:	15	Average Construction Cost of Project:	\$1,750,000
<b>C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS</b>			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
G&A Oversight SWPPP Demolition Concrete			
2. List work that will be provided by Subcontractors on this project.			
Utilities Concrete Landscaping			

<b>TABLE 2 – CONSTRUCTION EXPERIENCE</b>			
1. Years of experience on similar drainage and utility projects: 6 as J.B. & Co. LLC, 12+ for owner, 25+ for PM			
As a General Contractor:	20+	Number of Total Projects:	Dozens
2. Number of similar drainage and utility projects completed in the past five (5) years?			10+
3. Has this or a predecessor company ever defaulted on a project or failed to complete work awarded 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 the 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

<b>TABLE 3 – PROPOSED KEY PERSONNEL</b>	
<b>PROJECT MANAGER</b>	
Name of Project Manager	Alex Zetusky
Years of Experience as PM	25+
Number of Similar Projects as PM with this company	4
Number of Similar Projects with other companies (PM)	dozens
Current Assignments	Killeen Samoan Congregational Church, Copperas Cove ISD Utility and Drainage
% of time dedicated to this project	25%
<b>Reference Project</b>	
Project Name: Samoan Congregational Christian Church	Reference Name: Sivia
Title: Board Member	Organization: Church
Telephone Number: 512-930-6208	Email: ssasa@machaikfl.com
<b>PROJECT SUPERINTENDENT</b>	
Name of Superintendent	Alex Zetusky (as small as this project is we believe one person can easily manage)
Years of Experience as Superintendent	25+
Number of Similar Projects as Super with this company	See above
Number of Similar Project with other companies (Super)	See above
Current Assignments	See above
% of time dedicated to this project	See above
<b>Reference Project</b>	
Project Name: Martin Walker ES & HS Drainage Improvements	Reference Name: Rick Kirkpatrick
Title: Deputy Superintendent Operations and Support	Organization: Copperas Cove ISD
Telephone Number: (254) 547-1227	Email: kirkpatrickr@ccisd.com



<b>TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS</b>				
<b>REFERENCE PROJECT 1</b>				
Project Description				
Park expansions with new restroom, sewer lines, new storm drain lines and manhole, solar light removal and replacement, new parking lot lighting, new parking lot, pedestrian crossings, irrigation system, landscaping, sodding, erosion control				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Flower Mound	Hound Mound Park	\$678,737.60	01/22	10%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
David Bauer	PM	Town	972 874-6308	david.bauer@flower-mound.com
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Clint Wofford	RLA	Parkhill	817-633-0444	cwofford@parkhill.com
<b>REFERENCE PROJECT 2</b>				
Project Description				
Storm utilities, Replaced Spillway and overflow, rip rap, landscaping, irrigation, trees and sidewalks				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Plano	Stoney Hollow Park Improvements	\$662,550.15	05/20	0%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Lance Knox	Parks Construction Super	City of Plano	972-461-7182	lknox@plano.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Geoffrey Hall	RLA	Pacheco Koch	972-235-3031	ghall@pkce.com
<b>REFERENCE PROJECT 3</b>				
Project Description				
Pedestrian crossing between Legacy East & West over DNT with street lighting, paver stones bicycle path, signage, landscaping, shade rest covers, decorative guardrail and lighting, new storm drainage, boring under toll road and water line reroute				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
TXDOT	Legacy Dr. at DNT Crossing	\$1,205,386.50	01/20	0%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Tim Bennett	P.E	City of Plano	972-941-5345	timbe@plano.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
John Fielder	Engineer	Kimley Horn	817-937-9750	john.fielder@kimley-horn.com

<b>TABLE 5 – SUBCONTRACTORS AND SUPPLIERS</b>		
<b>PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)</b>		
Name	Work to be Provided	% of Contract
Yoko Excavating, LLC	Utilities & Some Concrete	80%
<b>Provide a list of major equipment or material suppliers for use on project.</b>		
Supplier Name	Material or Equipment Supplied	
TBD	RCP, PVC, Concrete	

Statement of Qualifications

**AFFIDAVIT**


State Texas

County of Dallas


Joel Brown, being duly sworn deposes and attests that he/she is  
(name)

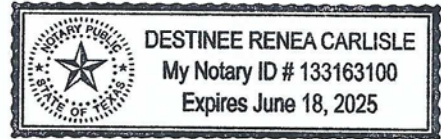
Manager and is a duly authorized representative of the Offeror  
(title)

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 07 day of February, 2022.

  
\_\_\_\_\_  
Notary Public



My Commission expires: June 18 2025

Statement of Qualifications

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

J.B. & Co. LLC

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.**

City of Killeen TX

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.**

None

**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**

Joel Brown  
Signature of vendor doing business with the governmental entity

02/07/22  
Date

CERTIFICATE OF COPORATE RESOLUTION

I, Joel Brown, Secretary, hereby certify as follows:

- 1. I am the duly elected, qualified and acting Secretary of J.B. & Co. LLC a Limited Liability Company (LLC) 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 01/04/2016 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.
- 4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Joel Brown: President

Joel Brown: Vice President

Joel Brown: Secretary

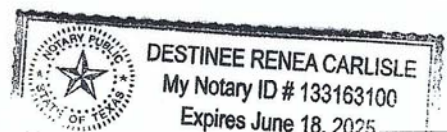
TO CERTIFY WHICH I have executed this certificate this 07 day of Feb, 2022.

[Signature]  
Secretary

STATE OF TX  
COUNTY OF Dallas

This instrument was acknowledged before me on the 07th day of February, 2022 by Joel Brown, Secretary, of J.B. & Co. LLC, a corporation, on behalf of said Corporation.

[Signature]  
Notary Public, State of Texas  
Name: Destinee Carlisle  
My commission expires June 18 2025



**CORPORATE AUTHORIZATION RESOLUTION**

By:  
J.B. & Co. LLC

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Joel Brown, \_\_\_\_\_, certify that I am Secretary (clerk) of the above named corporation organized under the laws of \_\_\_\_\_, Texas, Federal Employer I.D. Number EIN: 47-5605397, engaged in business under the trade name of \_\_\_\_\_, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01.04.2016 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**AGENTS** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Joel Brown, Manager</u>	X 	X <u>Joel Brown</u>
B. _____	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

**POWERS GRANTED** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
X _____	(1) Exercise all of the powers listed in this resolution.	_____
X _____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
X _____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
X _____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
X _____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
X _____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
X _____	(7) Other <u>Authorized Signature for all Resolutions</u>	_____

**LIMITATIONS ON POWERS** The following are the Corporation's express limitations on the powers granted under this resolution.

None

**EFFECT ON PREVIOUS RESOLUTIONS** This resolution supersedes resolution dated \_\_\_\_\_, if not completed, all resolutions remain in effect.

**CERTIFICATION OF AUTHORITY**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on 02/07/2022 (date).

Joel Brown  
Attest by One Other Officer

Secretary

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

### OFFICE USE ONLY

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.

Date Received

**1 Name of Local Government Officer**

City of Killeen

**2 Office Held**

**3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

**4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

**5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6 SIGNATURE**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local 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

### Please complete either option below:

**(1) Affidavit**

NOTARY STAMP / SEAL

Sworn to and subscribed before me by \_\_\_\_\_ 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

OR

**(2) Unsworn Declaration**

My name is Joel Brown, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, USA.  
(street) (city) (state) (zip code) (country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)



### Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company’s business dealings.

- ✓ Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- ✓ Texas Government Code, Chapter 2274 – the company must verify 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 Government Code Chapter 809.*
- ✓ Texas Government Code, Chapter 2274 – the company must verify 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. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Joel Brown  
Signature

Joel Brown  
Printed Name

02/18/2022  
Date

J.B. & Co. LLC  
Company Name

Manager  
Title