#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>January 2023</u> by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>Crafco, Inc.</u> of the City of <u>Chandler</u>, County of <u>Maricopa</u>, and the State of <u>Arizona</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Crack Seal Material - Polyflex III estimated quantity of 100,000 pounds at \$0.85 per pound

Crackseal Polyflex III

Material shall be Polyflex III as specified by Crafco Incorporated Material and shall be delivered within seven (7) business days of order placement.

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials - Specifications and Attachments

Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

#### Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to only:

City of Killeen Attn: Purchasing Division 802 N. 2<sup>nd</sup> Street Building E, 2<sup>nd</sup> Floor, Rm #215 Killeen TX 76541

On the envelope place "Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate

reduction or discount voluntarily.

#### Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### 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.

#### 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).

## 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.

#### Cooperative Governmental Purchasing Notice

Other governmental entities maintaining 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.

☑ Yes, Others can purchase ☐ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

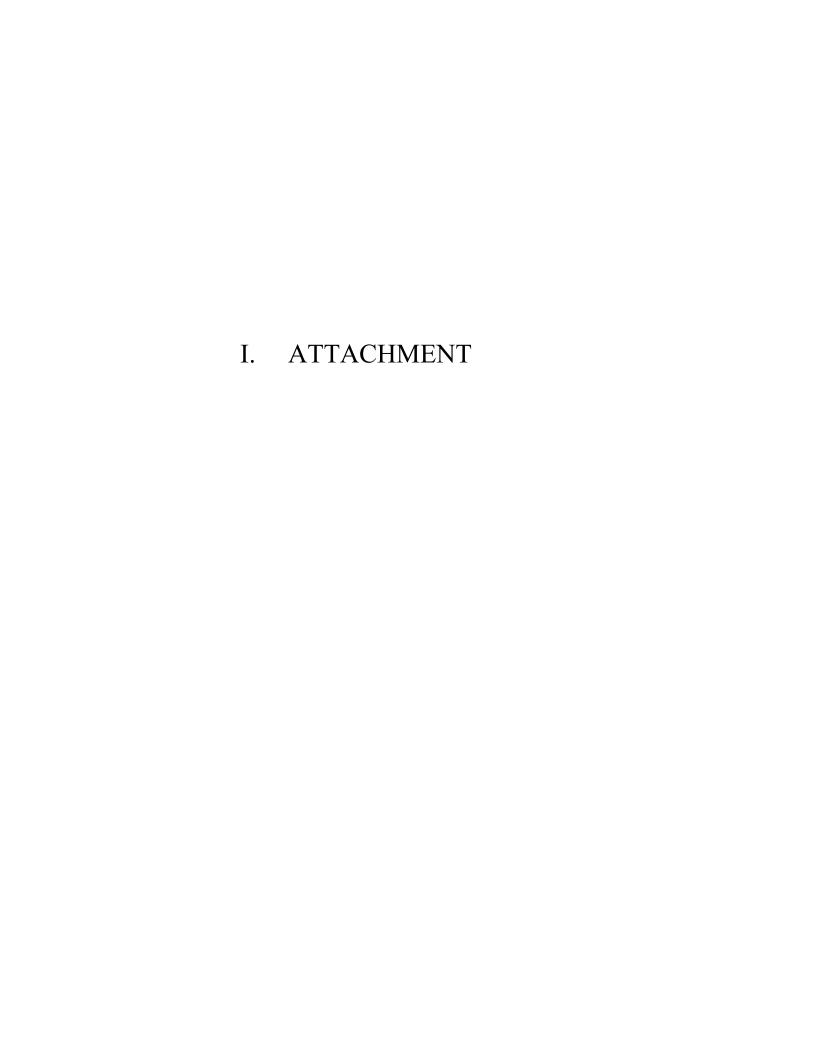
Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER	CONTRACTOR
By:	By:
City of Killeen	Crafco, Inc.
Date	Date
CITY MANAGER	- <del> </del>
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	



- Day After Thanksgiving
- Christmas Eve
- o Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

### 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 <a href="mailto:lluciano@killeentexas.gov">lluciano@killeentexas.gov</a>

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: Crarco, Inc.	
Contract #: TBD	
Description: Hot Applied Crack Sealant (Polyflex III)	
Primary Contact (Name): Chase Smith	
Primary Contact Phone Numbers: Home: n/a	Cell: 469-520-4622
Secondary Contact (Name): Bryan Darling	
Secondary Contact Phone Numbers: Home: n/a	Cell: 602-418-9902
After Hours emergency opening fee, if applicable: \$ 0.00	

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### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

to to to the desired with local governmental entity	
This questionnaire reflects changes made to the taw by H.B. 23, 84th Leg., Regutar Session.	OFFICEU SE ONLY
This questionnaire is being fled 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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
Crafco, Inc.	
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 ap later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	propriate filing authority not inally filed questionnaire was
Name of local government officer about whom the information in this section is being disc	losed.
None	
Name of Officer	
This section (item 3 including subparts: A, B, C, & D) must be completed for each officer visit simpleyment or other business relationship as defined by Section 176.001(1-a), Local Governipages to this Form CIQ as necessary.	ment Code. Attach additional
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	come, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	n or at the direction of the local cal governmental entity?
Yas No	
C. Is the filer of this questionneire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership interest of one percent.	t respect to which the local sent or more?
Yes No	
Describe each employment or business and family relationship with the local government	officer names in this section.
10/7/20	022
N. Thomas Kelly / Vice President, Sales and Marketing	ate

#### Form W-9 (Rev. October 2018)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

> Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester, Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; of									
	Crafco, Inc.	to not easy this line blank.								
	2 Business name/disregarded entity name, if different from above						_			
page 3.	Check appropriate box for federal tax classification of the person whose nar following seven boxes.	_	ly one	of the	cert	xemptic aln entit ruotions	ias, not	t indh	viiduo	only to als; see
. 0	Individual/sole proprietor or C Corporation S Corporation single-member LLC	Partnership 7	Trust/e	state				, , -		
od do					Exer	mpt pay	ee code	t (if er	nyō_	
Print or type. Specific Instructions on page	Limited liability company, finter the tax classification (C=C corporation, S Note: Check the appropriate box is the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is claregarded if another LLC that is not disregarded from the owner for U.S. federal tax p is disregarded from the owner should check the appropriate box for the tr	on of the single-member owner. D rom the owner unless the owner of	St. 46 2.1	1.00		mption 1 e (il enyi		TCA	repo	orting
8	Other (see instructions) >				(Appli	Ne To accoun	atic report	alreed o	orbide	the U.S.J
97	8 Address (number, street, and apt, or suite no.) See instructions.		ester's	name a	and ac	idmea (c	ptiona	t)		****
Ses	6165 W. Detroit Street Remit to: Dept. 2279 P. 6 City, state, and ZIP code	O. Box 11407								
	Chandler, AZ 85226 Birmingham, 7 List account number(s) here (options)	AL 35246-2279								
Part	Taxpayer Identification Number (TIN)									
Enter y	our TIN in the appropriate box. The TIN provided must match the page	on alven on line 1 to sucer	Boo	dal sar	wifer	number				
Dackup	withholding, For individuals, this is generally your social security pure	that (SSM), Measurement for a		1	T		7 7	7	-	1
entries	nt alien, sole proprietor, or disregarded entity, see the instructions for it, it is your employer identification number (EIN). If you do not have a n	Part I, later. For other sumber, see How to get a	$\perp$		-		[-			
71/V., Tao	006,		OF		_		- '	_	_	
Note:   Numbe	f the account is in more than one name, see the instructions for line 1.  If To Give the Requester for guidelines on whose number to enter.	. Also see What Name and	Emp	ployer	identi	fication	numb	90		
	to the state of th		8	6 -	. 0	3 2	4	9	7	8
Part	II Certification		1		1		1.			
Under	penalties of perjury, I certify that:				-			-		and the second
Serv	number shown on this form is my correct taxpayer identification numb not subject to backup withholding because: (a) I am exempt from bac ice (IRS) that I am subject to backup withholding as a result of a failure inger subject to backup withholding; and	der ser, saddfolgsplatinger, may 25-5 f. bereiter.	mark the		- 140			nal R	love the	nue st I am
	a U.S. citizen or other U.S. person (defined below); and									
	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting is not	want							
Certific you hav acquisit other th	sation instructions. You must cross out item 2 above if you have been no refailed to report all interest and dividends on your tax return. For real est ion or abandonment of secured property, cancellation of debt, contribution can interest and dividends, you are not required to sign the certification, by	dified by the IRS that you are or ate transactions, item 2 does no	urrenti ot app	ly. For	mon	gage in	nonest	paid,		
Bign Here	Signature of U.S. person > Outlett	Date ►	- 1	7-	/ -	26	)a	a	4	
	eral Instructions	* Form 1099-DIV (dividends funds)	, inclu	idling t	hose	from s	tocks	or m	utus	al
toted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various proceeds)	types	of inc	оте,	prizes	awan	ds, c	or gr	095
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-B (stock or multransactions by brokers)</li> </ul>	rtual fu	und sa	los a	nd cert	ain oth	1er		
		<ul> <li>Form 1099-S (proceeds from</li> </ul>	am re	al esta	de tra	nsactio	ers)			
	ose of Form	<ul> <li>Form 1099-K (merchant or</li> </ul>	ard an	d thire	l part	y nebw	ork tra			
nforma	Adual or entity (Form W-9 requester) who is required to file an tion return with the IPS must obtain your correct taxpayer ation number (TIN) which may be your social security number	<ul> <li>Form 1098 (hame mortgag 1098-T (tuition)</li> </ul>		rest),	1008	-E (stud	lent lo	an ir	ntere	est),
SSN), i	ndividual taxpayer identification number (ITIN), adoption	* Form 1099-C (canceled de								
axpaye	r identification number (ATIN), or employer identification number report on an information return the amount paid to you, or other	<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> <li>Use Form W-9 only if you are a U.S. person (including a resident</li> </ul>								
mount	reportable on an information return. Examples of information	affen), to provide your correc	et TIN.	p	ersce	ı. yırıçılu	uing a	1850	peni	Ī
	include, but are not limited to, the following. 1099-INT (Interest earned or paid)	If you do not return Form to be subject to backup withho	W-9 to ilding.	See V	eque Vhat i	sfor wit	h a Tit up wit	V, yo hhal	lu m	vight I

#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>January</u>, <u>2023</u>, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>DIJ Construction</u>, of the City of <u>Bertram</u>, County of <u>Burnet</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Thermoplastic White, estimated quantity of 30,000 pounds at \$0.80 per pound

Thermoplastic Yellow, estimated quantity of 15,000 pounds at \$0.80 per pound

Thermoplastic Black, estimated quantity of 8,000 pounds at \$0.75 per pound

Glass Traffic Beads, FOB Plant, estimated quantity of 2,500 pounds at \$0.80 per pound

Glass Traffic Beads, FOB Destination, estimated quantity of 2,500 pounds at \$0.80 per pound

#### Thermoplastic Material

Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specification D-9-8200 **WHITE** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Specification Alkaloid Granular thermoplastic conforming to Texas Department of Transportation specification item 666.2 Type I Marking Materials Specification D-9-8200 **YELLOW** in color. Materials shall be delivered within ten (10) business days of order placement.

Thermoplastic shall be Texas Department of Transportation specification Item 666.2 Type I Marking Materials Specifications D-9-8200 **BLACK** in color. Material shall be delivered within ten (10) business days of order placement.

#### Glass Traffic Beads

All traffic beads must meet the TXDOT (Texas Department of Transportation) requirements. These are based on Item # 666 Reflective Pavement Markings and TXDOT Material Specifications DMS-8290.

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials - Specifications and Attachments

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OWNER	CONTRACTOR
By:	By:
City of Killeen	DIJ Construction
Date	Date
CITY MANAGER	Delated Name of Classica
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	

I. ATTACHMENT	

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

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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: D. I. J. Construction Fnc.	
Contract #:	
Description: Thermoplastic Material Supply	
Primary Contact (Name): Kellen Floyd	
Primary Contact Phone Numbers: Home:	Cell: 830-613-1334
Secondary Contact (Name): Terry Nix	
Secondary Contact Phone Numbers: Home:	Cell: \$30-798-6434
After Hours emergency opening fee, if applicable: \$ 500	_

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Name of vendor who has a business relationship with local governmental entity.	
NA	
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 ap later than, the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	
Name of local government officer about whom the information in this section is being disc	losed.
N/A	
Name of Officer	
This section (item 3 including subparts: A, B, C, & D) must be completed for each officer of employment or other business relationship as defined by Section 176.001(1-s), Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	come, other than investment
Yes No	*
B. Is the vendor receiving or likely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the lo	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership interest of one per	th respect to which the local cent or more?
Yes No	
D. Deserties and another many and a beginning of family admirable with the least	·
D. Describe each employment or business and family relationship with the local governmen $\mathcal{N}/\mathcal{A}$	tomber names in this section.
10/10	/22
Signature of vendor doing Business with the governmental entity	Date

#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>January</u>, <u>2023</u>, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>Green Dream International</u> of the City of <u>Irving</u>, County of <u>Dallas</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Bedding Material 3/8"F, FOB Plant estimated quantity 1,000 tons at \$12.10 per ton

Bedding Material 3/8"D, FOB Destination estimated quantity of 1,000 tons at \$20.13 per ton

Bedding Material 1"D, FOB Plant estimated quantity 1,000 tons at \$14.30 per ton

Bedding Material 1"D, FOB Destination estimated quantity of 1,000 tons at \$22.33 per ton

Quality Sandy Loam Topsoil, FOB Plant estimated quantity of 4,000 tons at \$5.75 per ton

Quality Sandy Loam Topsoil, FOB Destination estimated quantity of 10,000 tons at \$11.27 per ton

Base Material, FOB Plant estimated quantity 9,800 tons at \$7.48 per ton

Base Material, FOB Destination estimated quantity of 13,000 tons at \$14.61 per ton

Rip Rap 3-5", FOB Plant estimated quantity 1,500 tons at \$11.00 per ton

Rip Rap 3-5", **FOB Destination** estimated quantity of <u>5,500</u> tons at <u>\$19.03</u> per ton

Crusher Fines, **FOB Plant** estimated quantity <u>2,500</u> lbs. at <u>\$6.90</u> per lb.

Crusher Fines, **FOB Destination** estimated quantity <u>**2,500**</u> lbs. at <u>**\$13.23**</u> per lb.

M-Sand (Manufactured Sand), FOB Plant estimated quantity 2,500 lbs. at \$6.33 per lb.

M-Sand (Manufactured Sand), **FOB Destination** estimated quantity 2,500 lbs. at \$14.72 per lb.

Bedding Material shall be of Limestone, River Rock, or Granite. All bedding shall be well blended mix.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

#### Quality Sandy Loam Plant / Destination

Screened Sandy Loam/Topsoil shall consist of natural friable surface soil without admixture of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free of roots, hard clay, coarse gravel, rock fragments, and stones larger than ¼ inch. This material will be used on the surface of public grounds, so the proper appearance is critical. Rock fragments of less than ¼ inch in diameter should comprise no more than 5% of the soil volume. Sandy Loam/Topsoil shall be free of any aggregate larger than ¼ inch or larger Screened Sandy Loam / Top Soil shall consist of no more that 10% - 15% sand or mixture of sand. Screened Sandy Loam must contain no less than 3%, or more than 20% organic material or humuc.

Delivery shall be within one (1) hour of the time agreed upon during order placement. Late deliveries shall be charged back to the vendor at the rate of \$50.00 per hour after the first hour.

#### Base Material Plant/Destination

The Base Material shall be crushed limestone base material, as specified by the State of Texas Department of Transportation Item 247, Type A, Grade 2, or better. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Delivery shall be made using bobtail trucks. The configuration of the City stockpile area will not accommodate 18-

wheel tractor trailers with end dumps or lowboy trailers.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

#### Rip Rap 3-24", Plant/Destination

Rip Rap Rock shall be of Edward Limestone and shall be 3-24 inches in diameter. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Rip Rap Rock pick up shall be available by 8:00am on the same day of order placement unless otherwise specified by the City. Orders placed by 12:1pm for delivery by 8:00am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

#### Crusher Fines

Crusher Fines shall be as follows: Aggregate: Crushed stone shall consist of inert materials that are hard, durable, with stone free from surface coatings and deleterious materials. R-Value minimum of 70 determined by ASTM D 2488 Methodology (R-value is a measure of wear resistance). Sand Equivalent: - an engineering measurement of the proportion of sand to silt and clay will stay at a range of 30-55, as determined by ASTM D 2419 methodology

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

#### M-Sand (Manufactured Sand)

M-Sand (Manufactured Sand) shall be as follows: Substitute for river sand, crushed hard granite stone / Limestone Rock, cubical shaped with grounded edges, washed, and graded. Particles generally range in size from 1/8" to fine powder or less than 4.75mm

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials – Specifications

#### Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Escalation Clause: All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

#### Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to only:

City of Killeen Attn: Purchasing Division 802 N. 2<sup>nd</sup> Street Building E, 2<sup>nd</sup> Floor, Rm #215

#### Killeen TX 76541

#### On the envelope place "Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

#### Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### 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.

#### 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).

## 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.

#### Cooperative Governmental Purchasing Notice

Other governmental entities maintaining 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.

☑ Yes, Others can purchase	☐ No, Only the City can purchase.
----------------------------	-----------------------------------

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER	CONTRACTOR
By:	Ву:
City of Killeen	Green Dream International
Date	Date
CITY MANAGER	
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	

I. ATTACHMENT	

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

Thils questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE U SE ONLY		
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 176.008(a).	Date Receivied		
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 offacts 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.			
Name of vendor who has a business relationship with local governmental entity.			
Green Dream International LLC			
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 ap later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)			
Name of local government officer about whom the information in this section is being disc	losed.		
NA			
Name of Officer			
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.			
A. Is the local government officer named in this section receiving or likely to receive taxable in income. from the vendor?	come, other than investment		
Yes X No			
B. Is the vendor receiving or likely to receive taxable income, other than investment income, frogovernment officer named in this section AND the taxable income is not received from the local content.			
Yes X No			
C. Is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership interest of one per			
Yes X No			
D. Describe each employment or business and family relationship with the local governmen	t officer named in this section.		
Oct 4, 2	022		
Signature of vendor doing obsitiess with the governmental entity	ate		

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

		ame (as shown on your income tax return). Name is required on this line; do not leave this line blank. On Dream International LLC												
		siness name/disregarded entity name, if different from above												
	San	e as above												
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.								4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
Print or type. Specific Instructions on		Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC						Exempt payee code (if any)						
	1	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C												
Print or ic Instruc		Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the orangement LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.	mer. Do wner of t le-memb	the L	LC is	de	nption fro (if any)	m FA	TCAre	ortin	g			
je G	Ιп	Other (see instructions) ▶				<i>(</i> Аррак	a to account	e maint	eined outs	de the l	us)			
ð	_=	Idress (number, street, and apt. or suite no.) See instructions.	Reques	ter's	name	and ad	ldress (op	tiona	I)					
8	32 V	V. 8th St. suite 607												
	6 C	ty, state, and ZIP code												
	Erle	PA 16501												
	7 Li	t account number(s) here (optional)												
	L													
Par	_	Taxpayer Identification Number (TIN)		_										
		FIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		Soc	oial se	curity	number	_		_	$\dashv$			
reside	nt ali	en, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other				-		_						
entitie	s, it i	your employer identification number (EIN). If you do not have a number, see How to get	ta							$\perp$				
TIN, la		and the first section of the section for the section for the section of the secti		or	nlove	r ident	fication	numb			٦ .			
		account is in more than one name, see the instructions for line 1. Also see What Name a Give the Requester for guidelines on whose number to enter.	ana	EIII	picyc	rident	IIICation	T		$\overline{}$	┥			
				4	6	- 0	5 2	2	7 5	8				
Par	Ш	Certification		ш										
	_													
1. The 2. I an Ser	Under penalties of perjury, I certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and													
3. I an	naU	S. citizen or other U.S. person (defined below); and												
4. The	FAT	CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is con	rect.										
you ha acquis	ive fa ition	n instructions. You must cross out item 2 above if you have been notified by the IRS that yo led to report all interest and dividends on your tax return. For real estate transactions, item 2 or abandonment of secured property, cancellation of debt, contributions to an individual retire terest and dividends, you are not required to sign the certification, but you must provide you	does no ement a	ot ap	ply. F gemer	or mor	tgage in , and ge	teres neral	t paid, ly, pay	nent	В			
Sign Here		Signature of U.S. person ►	Date ►	Sep	otem	ber (	06,202	2						

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

. Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross.)
- proceeds)

   Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- . Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
   Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>January</u>, <u>2023</u>, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>Killeen Crushed Stone</u> of the City of <u>Killeen</u>, County of <u>Bell</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Bedding Material 1/2"D, FOB Plant estimated quantity 1,000 tons at \$16.50 per ton

Bedding Material 1/2"D, FOB Destination estimated quantity of 1.000 tons at \$22.50 per ton

Rip Rap 18-24", FOB Plant estimated quantity 1,000 tons at \$25.00 per ton

Rip Rap 18-24", **FOB Destination** estimated quantity of <u>1,500</u> tons at <u>\$33.00</u> per ton

Rip Rap 12-18", FOB Plant estimated quantity 1,000 tons at \$25.00 per ton

Rip Rap 12-18", **FOB Destination** estimated quantity of <u>1,500</u> tons at <u>\$33.00</u> per ton

Rip Rap 8-12", FOB Plant estimated quantity 1,000 tons at \$25.00 per ton

Rip Rap 8-12", FOB Destination estimated quantity of 1,500 tons at \$33.00 per ton

Bedding Material shall be of Limestone, River Rock, or Granite. All bedding shall be well blended mix.

Orders will be placed by 12:01pm for delivery by 8:00 am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

#### Rip Rap 3-24", Plant/Destination

Rip Rap Rock shall be of Edward Limestone and shall be 3-24 inches in diameter. Base Material FOB Destination will be ordered in full truckload quantities, maximum of 25 tons. Rip Rap Rock pick up shall be available by 8:00am on the same day of order placement unless otherwise specified by the City. Orders placed by 12:1pm for delivery by 8:00am the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Orders will be placed by 12:01 p.m. for delivery in 72 hours, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$50.00/hour, including any partial hour, will be assessed.

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials – Specifications

Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Escalation Clause: All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

**Pricing & Term Renewals:** 

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

#### Any request in price change with supporting documentation shall be sent to only:

City of Killeen Attn: Purchasing Division 802 N. 2<sup>nd</sup> Street Building E, 2<sup>nd</sup> Floor, Rm #215 Killeen TX 76541

#### On the envelope place "Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

#### Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### 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.

#### 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).

## 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.

#### Cooperative Governmental Purchasing Notice

Other governmental entities maintaining 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.

☐ Yes, Others can purchase ☐ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER	CONTRACTOR
By:	By:
City of Killeen	Killeen Crushed Stone
Date	Date
_CITY MANAGER	_
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	

I.	ATTACHMENT	

- Day After Thanksgiving
- o Christmas Eve
- o Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

#### 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 Iluciano@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: Killer Crushed	Stone
Contract #: 23-0/	
Description: Street Coast, Material	-
Primary Contact (Name): Jayson Shutt	0
Primary Contact Phone Numbers: Home:	Cell: <u>254-535</u> -1550
Secondary Contact (Name): Rudy Saldit	han
Secondary Contact Phone Numbers: Home:	Cell: 254-535-1160
After Hours emergency opening fee, if applicable: \$	R

#### 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.

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

·	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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 Saxemment Sode, An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
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 ap later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	propriate filing authority not inally filed questionnaire was
Name of local government officer about whom the information in this section is being disc	losed.
Name of Officer	
This section (item 3 including subparts: A, B, C, & D) must be completed for each officer semployment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	ment Code. Attach additional
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, frogovernment officer named in this section AND the taxable income is not received from the loans.	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one per	th respect to which the local cent or more?
Yes No	
D. Describe each employment or business and family relationship with the local government	nt officer named in this section.
Signature of vendor doing business with the governmental entity	5-22 Date



#### Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

to lowing seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner of the LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.	om FATCA reporting  structured outside the U.S.J. ptional)					
2 Business name/disregarded entity name, if different from above  KILLEEN CRUSHED STONE 3 Check appropriate box for federal tax classification of the person whose name is entared on line 1. Check only one of the following seven boxes.    Individual/sole proprietor or   C Cerporation   S Corporation   Partnership   Trust/estate instructions on single-member LLC   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)	e, not individuals; see in page 3(c e code (if any) om FATCA reporting					
Comparation   Superinted   Su	e, not individuals; see in page 3(c e code (if any) om FATCA reporting					
3 Check appropriate box for federal tax classification of the person whose name is entared on line 1. Check only one of the following seven boxes.    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate single-member LLC   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   Exemptions on the LLC in the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner of the LLC is another LLC that is offeregarded from the owner should check the appropriate box for the tax classification of its owner.    Other (see instructions)   Exemption from the owner of the LLC is another LLC that is disregarded from the owner.   Other (see instructions)   Exemption from the owner of the LLC is another LLC that is disregarded from the owner.   Other (see instructions)   Exemption from the owner of the LLC is another LLC that is offeredard from the owner.   Other (see instructions)   Exemption from the owner.   Other (see instructions)   Other (see instructions)   Exemption from the owner.   Other (see instructions)   Other (see instructions)	e, not individuals; see in page 3(c e code (if any) om FATCA reporting					
tollowing seven boxes.    Individual/sole proprietor or   C Corporation   S Corporation   Partnership   Trust/estate instructions on single-member LLC   Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   Exempt payee.    Note: Check the appropriate box in the line above for the tax classification of the single-member cowner. Do not check LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner of the LLC is another LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner.   Other (see instructions)	on page 3(: e code (if any) om FATCA reporting es reviewhed evaluation to U.S.) gitional()					
### ### ##############################	om FATCA reporting as maintained outside the U.S.) gationally					
### ### ##############################	is minimined cutoide the U.S.) ptionall					
### ### ##############################	is minimined cutoide the U.S.) ptionall					
### ### ##############################	ptional)					
### ### ##############################	ptional)					
### ### ##############################						
Enter your TN in the appropriate box. The TIN provided must match the name given on line 1 to avoid  Social security number.						
KILLEEN, TEXAS 76542, 76547 7 List account number (iii) here (options)  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number						
7 List account number(s) here (options)  Part I Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number						
Part 1 Taxpayer Identification Number (TIN)  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to svoid Social security number						
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to svoid Social security number						
backup withholding. For includuals, this is generally your social security number (SSN), However, for a						
bed on the section of the section of the section of the section for Part I later for other						
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a						
7/N, later. or	number 1					
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and  Number To Give the Reguester for guidelines on whose number to enter.	number					
Number to dive the requester for guidalines on whose number to enter.	6 3 3 0 8					
Part II Contification						
Part II Gertification Under penalties of perjury, I certify that:						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);	and					
2. Less not subject to backup withholding because: (a) Lam exempt from backup withholding, or (b) I have not been notified by the	ie Interna Revenue					
Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has no longer subject to backup withholding; and	riouneume triat i am					
3, I am a U.S. citizen or other U.S. person (defined below); and						
'4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.						
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backu	up withholding because					
you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage is acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and gr	generally, payments					
other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instruction	ons for Part II, later.					
Sign Signature of	- 2					
Here U.S. person Date 1/4/20	127					
General Instructions  • Form 1099-DIV (dividends, including those from funds)	stocks or mutual					
Section references are to the Internal Revenue Code unless otherwise noted.  • Form 1099-MISC (various types of income, prize proceeds)	es, awards, or gross					
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by brokers)	artain other					
after they were published, go to www.irs.gov/FormW9.  • Form 1099-S (proceeds from real estate transaction)	ctions)					
Purpose of Form  • Form 1099-K (merchant card and third party net						
An individual or entity (Form W-9 requester) who is required to file an  • Form 1098 (home mortgage interest), 1098-E (st	tudent loan interest),					
information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number  • Form 1099-C (canceled debt)						
(SSN), individual taxpayer identification number (ITIN), adoption . Form 1099-A (acquisition or abandonment of sec	cured property)					
taxona vitr identification Dilabor (ATIM), or employer identification pumber	9 only if you are a U.S. person (including a resident					
Form 1099-INT (interest earned or paid)  # you do not return Form W-9 to the requester when the subject to backup withholding. See What is ballater.  * Form 1099-INT (interest earned or paid)						

#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>January</u>, <u>2023</u>, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>Killeen Ready Mix</u> of the City of <u>Killeen</u>, County of <u>Bell</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Concrete 3,000 PSI estimated quantity 3,500 cubic yards at \$150.00 per cubic yard

Concrete 3,000 PSI plus 2% Calcium estimated quantity of 500 cubic yards at \$170.00 per cubic yard

Concrete 4,000 PSI estimated quantity 325 cubic yards at \$170.00 per cubic yard

Concrete 4,000 PSI plus 2% Calcium estimated quantity of 250 cubic yards at \$190.00 per cubic yard

8 Sac Grout estimated quantity of 250 cubic yards at \$210.00 per cubic yard

#### Concrete

Concrete shall be Texas Department of Transportation Item 421 Class A (minimum 5-sack) with minimum compressive strength (3,000 or 4,000 PSI at 28 days). Orders will be placed by 12:01 p.m. for delivery by 8:00a.m. the following day, unless otherwise specified by the City. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$150.00/hour, including any partial hour, will be assessed.

#### 8 Sack Grout

Orders will typically be placed in association with the placement of curb & gutter. Delivery will be within 1 hour of order placement. If delivery is more than one (1) hour after the scheduled delivery time, liquidated damages of \$250.00/hour, including any partial hour, will be assessed.

Per CONTRACTOR, delivery fee of \$150.00 to be added to anydelivery less than three (3) cubic yards and with a maximum of two (2) delivery locations.

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials - Specifications and Attachments

#### Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Escalation Clause: All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

#### Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

#### Any request in price change with supporting documentation shall be sent to only:

City of Killeen Attn: Purchasing Division 802 N. 2<sup>nd</sup> Street Building E, 2<sup>nd</sup> Floor, Rm #215 Killeen TX 76541

#### On the envelope place "Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

#### Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### 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.

#### 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).

## 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.

#### Cooperative Governmental Purchasing Notice

Other governmental entities maintaining 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.

☐ Yes, Others can purchase ☐ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER	CONTRACTOR
By:	By:
City of Killeen	Killeen Ready Mix
Date	Date
CITY MANAGER	_
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	

I.	ATTACHMENT		

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

#### 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: Killera Renoly M.X	
Contract #: 23 - 0 /	
Description: Street Materials	E
Primary Contact (Name): Sickie King	
Primary Contact Phone Numbers: Home: 254-634-5352 Cell: 254-702	-3100
Secondary Contact (Name): Bill Bliton	_
Secondary Contact Phone Numbers: Home: 254-634-335 2 Cell: 254-76	2-3000
After Hours emergency opening fee, if applicable: \$ 300.99	

#### 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.

### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY					
This question naire is being fled 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).	Date Received					
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 176.005(a-1), Local Government Code.						
A vendor commits an offense if the vendor knowingly violates Section 176.005, Local Section is a misdemeanor.						
Name of vendor who has a business relationship with local governmental entity.						
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 ap later than, the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)						
Name of local government officer about whom the information in this section is being disc	losed.					
Name of Officer						
This section (item 3 including subparts. A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.						
A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	acome, other than investment					
Yes No						
B. Is the vendor receiving or tikely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the local						
Yes No						
C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one per						
Yes No						
D. Describe each employment or business and family relationship with the local government	nt officer named in this section.					
Signature of Jendor doing business with the governmental entity	5-22 Dante					

Department of the Treasury

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

riternal	Revenue Service Go to www.irs.gov/FormW9 for instru	ictions and the lates	t intermatio	m.					
	1 Name (as shown on your income tax return). Name is required on this line; do no	ot leave this line blank.							
İ	KILLEEN READY MIX II, LTD.								
	<ol> <li>Business name/disregarded entity name, if different from above</li> </ol>								
	KILLEEN READY MIX				F	et	la a di		
	<ol> <li>Check appropriate box for federal tax classification of the person whose name following seven boxes.</li> </ol>	_	certain entities, not inclviduals; see instructions on page 3);						
	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation	ate							
	single-member LLC	l E	Exempt payee code (if any)						
	<ul> <li>Limited liability company. Enter the tax classification (C=C corporation, S=S</li> <li>Note: Check the appropriate box in the line above for the tax classification of</li> </ul>			back E	Examplian from EATCA manufacture				
	LLC if the LLC is classified as a single-member LLC that is disregarded from another LLC that is not disregarded from the owner for U.S. federal tax pury is disregarded from the owner should check the appropriate box for the tax	C %	Exemption from FATCA reporting code (if any)						
5	☐ Other (see instructions) ►	.04	(Applies to accounts maintained cutside the U.S.)						
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's r	name and	nd address (optional)				
88	4101 TRIMMIER, P.O. BOX 10759								
	6 City, state, and ZIP code								
	KILLEEN, TEXAS , 76542, 76547								
	7 List account number(s) here (optional)								
Dav	Tourses Identification Number (TIM)				_	_		_	
Par	Taxpayer Identification Number (TIN) your TIN in the appropriate box. The TIN provided must match the name	alven on line 1 to av	old Soc	ial secu	rity nun	ber	_		
crner backu	p withholding. For individuals, this is generally your social security numb	er (SSN). However, fo	xa 🗆		Ė	T		T	
reside	nt allen, sole proprietor, or disregarded entity, see the instructions for Pa s, it is your employer identification number (EIN). If you do not have a nu	art I, later. For other			-		- 2		
TIN, la		ander, see now to get	or						
Note:	If the account is in more than one name, see the instructions for line 1. A	Also see What Name a	and Em	ployer id	lentifica	rtion i	number		
Numb	er To Give the Requester for guidelines on whose number to enter.		7	4 -	2 8	4	5 2	0	8
				4 -	2 0		3 4	. 0	0
Par									
	penalties of perjury, I certify that:			h - f					
2 Lan	e number shown on this form is my correct taxpayer identification number in not subject to backup withholding because: (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure	cup withholding, or (b)	I have not b	oeen no	tified b	v the	Interna	l Rev	venue hat I am
no	longer subject to backup withholding; and								
	n a U.S. citizen or other U.S. person (defined below); and								
	FATCA code(s) entered on this form (if any) indicating that I am exempt								
you ha	ication instructions. You must cross out item 2 above if you have been not eve failed to report all interest and dividends on your tax return. For real esta sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, bu	rte transactions, item 2 ns to an individual retir	does not ap ement arran	ply. For gement (	mortga (IRA), a	ige in nd ge	terest p nerally,	aid, payn	nents
Sign Here			Date ►	U	4	10	زده	2	
Ge	neral Instructions	Form 1099-DIV (di funds)	ividends, inc	duding t	hose fr	om s	tocks o	r mu	tual
Section noted	on references are to the Internal Revenue Code unless otherwise t.	<ul> <li>Form 1099-MISC proceeds)</li> </ul>	(various type	es of inc	ome, p	orizes	, awaro	ls, or	gross
relate	re developments. For the latest information about developments of to Form W-9 and its instructions, such as legislation enacted they were published, on to warm to professional or the professional of the professional or the professional or to the professional or th	<ul> <li>Form 1099-B (stor transactions by broken</li> </ul>		l fund sa	iles an	d cer	tain oth	er	
	they were published, go to www.lrs.gov/FarmW9.	<ul> <li>Form 1099-S (pro</li> </ul>							
Pur	pose of Form	<ul> <li>Form 1099-K (mer</li> </ul>							
inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home 1098-T (tuition)</li> </ul>			1098-	E (stu	dent lo	an in	terest),
	fication number (TIN) which may be your social security number ), individual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (car</li> </ul>							
taxpa	yer identification number (ATIN), or employer identification number	* Form 1099-A (acq							
	to report on an information return the amount paid to you, or other int reportable on an information return. Examples of information	alien), to provide yo		ily if you are a U.S. person (including a resident ur correct TIN.					
retun	ns include, but are not limited to, the following. m 1099-INT (interest earned or paid)	If you do not retu	If you do not return Form W-9 to the requester with a TIN, you might subject to backup withholding. See What is backup withholding,						

. Form 1099-INT (interest earned or paid)

#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>12th</u> day of <u>January</u>, <u>2023</u>, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>Texas Materials Group</u> of the City of <u>Cedar Park</u>, County of <u>Travis and Williamson</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Type D Asphalt, FOB Plant estimated quantity of 25,000 tons at \$85.00 per ton

Type C Asphalt, FOB Plant estimated quantity of 1,500 tons at \$85.00 per ton

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials – Specifications and Attachments

Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Escalation Clause: All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

#### Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to only:

City of Killeen Attn: Purchasing Division 802 N. 2<sup>nd</sup> Street Building E, 2<sup>nd</sup> Floor, Rm #215 Killeen TX 76541

On the envelope place "Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

Community Development Block Grant (CDBG)

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

#### 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.

#### 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).

## 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.

#### Cooperative Governmental Purchasing Notice

Other governmental entities maintaining 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.

☐ Yes, Others can purchase ☐ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER	CONTRACTOR
By:	Ву:
City of Killeen	Texas Materials Group
Date	Date
CITY MANAGER	
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	, <del></del>

I. ATTACHMENT	

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

#### 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 <a href="mailto:lhuciano@killeentexas.gov">lhuciano@killeentexas.gov</a>

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: TEXAS MATERIALS GROUP, INC	
Contract #: 23-01	
Description: STREET CONSTRUCTION MATERIALS	
Primary Contact (Name): JONATHON ESPINO	
Primary Contact Phone Numbers: Home:	Cell: 254-316-9130
Secondary Contact (Name):	
Secondary Contact Phone Numbers: Home:	Cell:
After Hours emergency opening fee, if applicable: \$ 2500	

#### Cooperative Governmental Purchasing Notice

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#### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY				
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).	Date Received				
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.					
Name of vendor who has a business relationship with local governmental entity.					
TEXAS MATERIALS GROUP, INC.					
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)					
Name of local government officer about whom the information is being disclosed.					
N/A					
Name of Officer					
Describe each employment or other business relationship with the local government office officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.	the local government officer.				
N/A					
A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor?	kely to receive taxable income,				
Yes No					
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable in local governmental entity?					
Yes No					
Describe each employment or business relationship that the vendor named in Section 1 months of the section 1 months of the section 2 months of the section 2 months of the section 3 months of the sec					
N/A					
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0					
7					
TEXAS MATERIALS 10/13/202	22				
Signature of vendor doing business with the governmental entity	ate				

## (Rev. October 2018) Department of the Treasury

#### Request for Taxpayer Identification Number and Certification

requester. Do not

Give Form to the

send to the IRS. ► Go to www.irs.gov/FormW9 for instructions and the latest information. Internal Revenue Service 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Texas Material Group, Inc. 2 Business name/disregarded entity name, if different from above eć. 3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to 9090 following seven boxes. certain entities, not individuals; see Instructions on page 3); Specific Instructions on ✓ C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor or single-member LLC Exempt payes code (if any) Print or type. Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, F::Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check Examption from FATCA reporting LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is code (if any) another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disreconded from the owner should check the appropriate box for the tax classification of its owner, Other (see instructions) ▶ (Applies to accounts maintained outside the U.S.) 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) 1320 Arrow Point Dr, Suite 600 6 City, state, and ZIP code Cedar Park, TX 78613 7 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number backup withholding. For individuals, this is generally your social security number (SSN), However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later, For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a T/M. later or Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer identification number Number To Give the Requester for guidelines on whose number to enter. 5 1 4 0 4 8 1 6 6 Certification Part II Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. Sign Signature of Here U.S. person > Date > Form 1099-DIV (dividends, including those from stocks or mutual) funds) Section references are to the Internal Revenue Code unless otherwise Form 1099-MISC (various types of income, prizes, awards, or gross proceeds Future developments. For the latest information about developments . Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) after they were published, go to www.irs.gov/FormW9. Form 1099-S (proceeds from real estate transactions)

#### General Instructions

related to Form W-9 and its instructions, such as legislation enacted

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return, Examples of information returns include, but are not limited to, the following.

. Form 1099-INT (interest earned or paid)

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- . Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN,

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

#### Service Contract / Agreement

STATE OF TEXAS CITY OF KILLEEN BELL COUNTY

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>January</u>, <u>2023</u>, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and <u>Vulcan Construction Materials, LLC.</u>, of the City of <u>San Antonio</u>, County of <u>Bexar</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid 23-01 Street Construction Materials</u> and all Work in accordance with the specifications (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the CONTRACTOR for the following:

Cold Mix Asphalt, FOB Plant, estimated quantity of 2,500 tons at \$71.00 per ton

Cold Mix Asphalt, FOB Destination, estimated quantity of 2,500 tons at \$124.55 per ton

Cold Mix Asphalt

Material shall be Texas Department of Transportation specification Item 330 LRA Premix CC material. Material shall delivered within five (5) business days of order placement.

Per CONTRACTOR, fuel surcharge to be added to deliveries, cost may fluctuate per Truck Fuel Surcharge attachment

Line items per outlined bid tabulation based upon estimated quantities

Per referenced Bid 23-01, Construction Materials - Specifications and Attachments

Term of Contract and Option to Extend:

Any contract resulting from this ITB shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. **Escalation Clause:** All pricing shall be firm for the entire twelve (12) month term of the contract.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

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- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
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On the envelope place "Price Change Notification Bid No. 23-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the

bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

#### Community Development Block Grant (CDBG)

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#### 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.

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# 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.

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

☐ Yes, Others can purchase ☐ No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible vendor for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 23-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER	CONTRACTOR
By:	By:
City of Killeen	Vulcan Construction Materials, LLC.
Date	Date
CITY MANAGER	
Title of Signatory	Printed Name of Signatory
By:	
City Attorney	Title of Signatory, Authorized Representative
	ATTEST (as applicable)
Date	, <del>22</del>

I. ATTACHMENT	

- Day After Thanksgiving
- o Christmas Eve
- o Christmas Day

Deliveries shall be made to any City of Killeen location. Delivery can be scheduled Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. The City shall have the ability to schedule the best date and time of the week for their deliveries. For questions and / or assistance Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m., contact Transportation at 254-616-3153.

#### Emergency Business Service Contact Notice

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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 Iluciano@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: William Construction Materials, LLC	
Contract #: Bird ND . 23-01	
Description: Street Construction Materials	
Primary Contact (Name): Abroso Quivo2	
Primary Contact Phone Numbers: Home: 830-934-2625 Cell:	
Secondary Contact (Name):	_
Secondary Contact Phone Numbers: Home: Cell:	
After Hours emergency opening fee, if applicable: \$	

#### Cooperative Governmental Purchasing Notice

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### CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vandor 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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
Vulcun Construction Materials, LLC	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
none	
Name of Officer	
Describe each employment or other business relationship with the local government off officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?  Yes No  B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity?  Yes No  Describe each employment or business relationship that the vendor named in Section 1 in the local government of business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in Section 1 in the local government or business relationship that the vendor named in the local government or business relationship that the vendor named in the local	th the local government officer. The additional pages to this Form  likely to receive taxable income,  t income, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.  Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	officer or director, or holds an
7	
Signature of vendor doing business with the governmental entity	)/2022

#### Truck Fuel Surcharge

As we start the 2022 year, our industry continues to work through many different challenges. One of the major challenges we are facing is the availability and rising costs of trucking. Accordingly, we are implementing the below trucking fuel surcharges that will go into effect March 1, 2022 for Texas.

The fuel surcharge will go into effect when the price of on-road diesel surpasses the \$3.24 mark on the EIA Gulf Coast PADO 3 index. The freight rate will be increased by 1% for every \$.10 move in the price of fuel, starting at \$3.25 per gallon. The surcharge will be updated on the last Tuesday of every month.

#### Note: The fuel surcharge will be a 100% pass through to the hauler

To check the current price please go to <a href="http://www.eia.gov/petroleum/gasdiese">http://www.eia.gov/petroleum/gasdiese</a> and check the Gulf Coast region table.

egion table.					
SWD Fuel Surcharge T	able				
Fuel Price					
\$3.25 - \$3.34	1%	\$4.75 - \$4.84	16%	\$6.25 - \$6.34	31%
\$3.35 - \$3.44	2%	\$4.85 - \$4.94	17%	\$6.35 - \$6.44	32%
\$3.45 - \$3.54	3%	\$4.95 - \$5.04	18%	\$6.45 - \$6.54	33%
\$3.55 - \$3.64	4%	\$5.05 - \$5.14	19%	\$6.55 - \$6.64	34%
\$3.65 - \$3.74	5%	\$5.15 - \$5.24	20%	\$6.65 - \$6.74	35%
\$3.75 - \$3.84	6%	\$5.25 - \$5.34	21%	\$6.75 - \$6.84	36%
\$3.85 - \$3.94	7%	\$5.35 - \$5.44	22%	\$6.85 - \$6.94	37%
\$3.95 - \$4.04	8%	\$5.45 - \$5.54	23%	\$6.95 - \$7.04	38%
\$4.05 - \$4.14	9%	\$5.55 - \$5.64	24%	\$7.05 - \$7.14	39%
\$4.15 - \$4.24	10%	\$5.65 - \$5.74	25%	\$7.15 - \$7.24	40%
\$4.25 - \$4.34	11%	\$5.75 - \$5.84	26%	\$7.25 - \$7.34	41%
\$4.35 - \$4.44	12%	\$5.85 - \$5.94	27%	\$7.35 - \$7.44	42%
\$4.45 - \$4.54	13%	\$5.95 - \$6.04	28%	\$7.45 - \$7.54	43%
\$4.55 - \$4.64	14%	\$6.05 - \$6.14	29%	\$7.55 - \$7.64	44%
\$4.65 - \$4.74	15%	\$6.15 - \$6.24	30%	\$7.65 - \$7.74	45%

If you have questions or concerns about existing projects or bids, please contact your local sales representative.

Paul Madewell
Director of Transportation
Statewide Transport LLC.
Vulcan Logistics

# (Rev. October 2018) Department of the Treesury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

							_	_		_		
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.										
	Vulcan Materials Company  2 Surjects astrocking and a company											
	2 Business name/disregarded entity name, if different from above											
ಣೆ	Vulcan Construction Materials, LLC  3 Check appropriate box for federal tax classification of the person whose name	e is entered on line 1. Char	ok ook e		of the	4 6	omet	ione	lood	00.00	nly e	nly to
Print or type. Specific Instructions on page 3.	Check appropriate box for receral tax classification of the parson whose name following seven boxes.	e is ontered on line 1, one	_			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
8	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation	Partnership	☐ Tru	et/ee	state	_						
£ 5	single-member LLC					Exen	spt pa	yee	code	(it an	"-	
Print or type. c Instructions	Limited liability company. Enter the tax classification (C=C corporation, S= Note: Check the appropriate box in the line above for the tax classification			not c	heck	Even	antine	fme	n FAI	TCA :	mov	dina
윤동	LLC If the LLC is classified as a single-member LLC that is disregarded fro	m the owner unless the ov	wner of the	he Li	Cis	anda Marus						
돌들	another LLC that is not disregarded from the owner for U.S. federal tax put is disregarded from the owner should check the appropriate box for the ta:	rposes. Otherwise, a single x classification of its owner	e-memo: r.	er LL	C that							
ec.	☐ Other (see instructions) ►					Papale	s fo sco	ownitr	malolai	ired de	tion (	the (/S)
			Request	er's	namea	nd ad	dress	(apt	ional	)		
88		enter Drive 35242										
	6 City, state, and ZIP code											
	Birmingham, AL 35238-5014  7 List account number(s) here (optional)			-		_	_					
	The second contracting the opposite any											
Par	Taxpayer Identification Number (TIN)											
Enter	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avo	pid	Soc	ial sec	arity	numb	er			_	
back	up withholding. For individuals, this is generally your social security num ent alien, sole proprietor, or disregarded entity, see the instructions for P	ber (SSN). However, to Part I, later. For other	ra						-			
entitie	s, it is your employer identification number (EIN). If you do not have a n	umber, see How to get		Щ	_		Ш	_	l l	Щ		
77W, I		Also see What Name of		or Em	player	identi	ficati	en n	umb	er	_	$\neg$
Note	If the account is in more than one name, see the instructions for line 1. per To Give the Requester for guidelines on whose number to enter.	MISO See What I varne a	1								. [	_
				2	0	- 8	5	7	9	1	3	3
Par	t II Certification											
	r panalties of perjury, I certify that:											
1. Th	e number shown on this form is my correct taxpayer identification numb m not subject to backup withholding because: (a) I am exempt from bac	er (or I am waiting for a	I have n	er to	be is:	sued 1	to me	ij; ai the l	nd Inter	nal B	mun	mue
Se	m not subject to backup withholding because: (a) I am exempt from data rvice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and	e to report all interest of	r divide	nds,	or (c)	the I	RS h	as n	gtifie	nd m	e th	at I am
	m a U.S. ottizen or other U.S. person (defined below); and											
	e FATCA code(s) entered on this form (if any) indicating that I am exemp	t from FATCA reporting	g is com	rect.								
Certif	fication instructions. You must cross out item 2 above if you have been no	cified by the IRS that you	u are cu	rren	tly sub	ject to	bac	kup	with	holdi	ng b	necause
accui	ave failed to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, by	ons to an individual retire	ement ar	mang	remen	t (IRA	l, and	ger	rerall	y, pa	yme	ents ter.
Sign	O'construe of											
Hen			ate►	-	4/20		_	_	_		_	
	General Instructions  • Form 1099-DIV (dividends, including those from stocks or mutual funds)											
noted	Section references are to the Internal Revenue Code unless otherwise  • Form 1099-MISC (various types of income, prizes, awards, or gros- noted.					ross						
relate	uture developments. For the latest information about developments  * Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)											
	fter they were published, go to www.irs.gov/FormW9.  • Form 1099-S (proceeds from real estate transactions)											
	pose of Form											
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer  • Form 1098 (home mortgage interest), 1098-E (student loan interest 1098-T (tuition))					rest),							
dent	ification number (TIN) which may be your social security number ), individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cano			and -							
taxos	wer identification number (ATIN), or employer identification number						nent of secured property) person (including a resident					
(EIN),	to report on an information return the amount paid to you, or other ant reportable on an information return. Examples of information	alien), to provide you				pera	ora (jil	nu tuli	umy	a 165	, ruti	
retun	ns include, but are not limited to, the following.	If you do not return	Form I	W-9	to the	requ	ester	Wit	hal	TIN. )	vou.	might
• For	Form 1099-INT (interest earned or paid) be subject to backup withholding. See What is backup withholding.											

later.

. Form 1099-INT (interest earned or paid)