

### III. BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

#### CITY OF KILLEEN

##### 1. General Conditions

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

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

##### 2. Preparation of Bid

Bid will be prepared in accordance with the following:

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

##### 3. Description of Supplies

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

##### 4. Submission of Bid

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

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury

- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

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

**5. Rejection of Bid**

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

**6. Withdrawal of Bid**

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

**7. Late Bid or Modifications**

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

**8. Clarification or Objection to Bid Specifications**

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

**9. Discounts**

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

**10. Award of the Contract**

(a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

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

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

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

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

- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, “In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

**11. Bid Protest**

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

**12. Termination of Contract**

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

**13. Assurance of Compliance**

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

**14. Conflict of Interest Disclosure Questionnaire**

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

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

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

**15. Venue for Legal Action**

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**16. Conflicts in Terms and Conditions for Bids**

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

**17. Insurance**

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

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage Insurance.

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

B. Comprehensive Automobile Liability.

Bodily Injury

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

Property Damage

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

**18. Verification by Vendor**

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this

contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.


**19. Acknowledgement**

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

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

**TTG UTILITIES LP**  
**By TTG UTILITIES GP, LLC,**  
**General Partner**

SIGNATURE: \_\_\_\_\_ **By:**  \_\_\_\_\_ DATE: 03/25/2020  
PRINT NAME: \_\_\_\_\_ **Ricardo J. Pena, President**



**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**BASE BID**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
1	100%	Lump Sum	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Base Bid Amount, Complete For	\$ 75,000.00	\$ 75,000.00
2	18,550	Linear Foot	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	\$ 2.75	\$ 51,012.50
3	100%	Lump Sum	Submit Trench Safety Plan prepared and signed by P.E., in Conformance with State Law and OSHA, Complete For	\$ 925.00	\$ 925.00
4	18,550	Linear Foot	Implement and Follow Trench Safety Plan (Pipe), Complete For	\$ 0.45	\$ 8,347.50
5	2,500	Square Foot	Implement and Follow Trench Safety Plan (Bore Pits), Complete For	\$ 0.60	\$ 1,500.00
6	100%	Lump Sum	Prepare Stormwater Pollution Prevention Plan, Including Submission to and Receiving Permits from Texas Commission on Environmental Quality (TCEQ) and City of Killeen, Complete For	\$ 650.00	\$ 650.00
7	100%	Lump Sum	For Preparing and Submitting a Control Plan, Implementing and Administering Barricade, Signing and Traffic Safety Plan (Vehicular and Pedestrian), Complete For	\$ 44,150.00	\$ 44,150.00
8	100%	Lump Sum	Provide Project Record Drawings (As Builts), Complete For	\$ 500.00	\$ 500.00
9	100%	Lump Sum	Provide DVD of Right-of-Way Pre-Construction and Post Construction Site Conditions for the Total Project, Complete For	\$ 1,150.00	\$ 1,150.00



**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**BASE BID**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
10	5,000	Linear Foot	Provide and Install 8-inch Diameter C900 PVC Water Line, including Thrust Restraint, Clean-up and Final Grading, Complete For	\$ <u>39.40</u>	\$ <u>197,000.00</u>
11	13,550	Linear Foot	Provide and Install 6-inch Diameter C900 PVC Water Line, including Thrust Restraint, Clean-up and Final Grading, Complete For	\$ <u>34.35</u>	\$ <u>465,442.50</u>
12	80	Linear Foot	Provide and Install 16-inch Diameter PVC Encasement by Open Cut, Complete in Place For	\$ <u>85.00</u>	\$ <u>6,800.00</u>
13	380	Linear Foot	Provide and Install 12-inch Diameter PVC Encasement by Open Cut, Complete in Place For	\$ <u>65.75</u>	\$ <u>24,985.00</u>
14	50	Linear Foot	Provide and Install 16-inch Diameter Steel Encasement by Bore, Complete in Place For	\$ <u>250.00</u>	\$ <u>12,500.00</u>
15	35	Linear Foot	Provide and Install 12-inch Diameter Steel Encasement by Bore, Complete in Place For	\$ <u>230.00</u>	\$ <u>8,050.00</u>
16	18	Each	For Furnishing and Installing 8-Inch Gate Valve, Complete in Place for	\$ <u>1,200.00</u>	\$ <u>21,600.00</u>
17	44	Each	For Furnishing and Installing 6-Inch Gate Valve, Complete in Place for	\$ <u>800.00</u>	\$ <u>35,200.00</u>
18	4	Each	Provide and Install 8" Tee, Complete For	\$ <u>585.00</u>	\$ <u>2,340.00</u>
19	10	Each	Provide and Install 8" x 6" Tee, Complete For	\$ <u>700.00</u>	\$ <u>7,000.00</u>
20	3	Each	Provide and Install 8" x 6" Ductile Iron Reducer, Complete For	\$ <u>300.00</u>	\$ <u>900.00</u>

**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**BASE BID**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
21	23	Each	Provide and Install 6" Tee, Complete For	\$ <u>550.00</u>	\$ <u>12,650.00</u>
22	6	Each	Provide and Install 8" Plug for Abandonment of Existing 8" Water Lines, Complete For	\$ <u>250.00</u>	\$ <u>1,500.00</u>
23	30	Each	Provide and Install 6" Plug for Abandonment of Existing 6" Water Lines, Complete For	\$ <u>220.00</u>	\$ <u>6,600.00</u>
24	8	Each	Provide and Install Ductile Iron Fittings (90°, 45°, 22.5°, 11.25° Bends), 8-inch Diameter, Complete For	\$ <u>360.00</u>	\$ <u>2,880.00</u>
25	55	Each	Provide and Install Ductile Iron Fittings (90°, 45°, 22.5°, 11.25° Bends), 6-inch Diameter, Complete For	\$ <u>275.00</u>	\$ <u>15,125.00</u>
26	22	Each	For Furnishing and Installing Standard Fire Hydrant, Complete in Place For	\$ <u>3,975.00</u>	\$ <u>87,450.00</u>
27	225	Each	For Connecting to Existing Water Meter, Including Service Line, Short Side, Complete in Place For	\$ <u>825.00</u>	\$ <u>185,625.00</u>
28	40	Each	For Connecting to Existing Water Meter, Including Service Line, Long Side, Complete in Place For	\$ <u>950.00</u>	\$ <u>38,000.00</u>
29	1	Each	Provide and Install New Service Connection, Including Service Line, Fittings, Meter and Meter Box, Complete in Place For	\$ <u>1,150.00</u>	\$ <u>1,150.00</u>
30	4	Each	For Connecting to Existing 8" Water Line, Complete in Place For	\$ <u>1,700.00</u>	\$ <u>6,800.00</u>

**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**BASE BID**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
31	13	Each	For Connecting to Existing 6" Water Line, Complete in Place For	\$ 1,600.00	\$ 20,800.00
32	16	Each	For Cutting and Capping Existing 6" Waterline to be Abandoned in Place, Complete For	\$ 200.00	\$ 3,200.00
33	4	Each	For Furnishing All Materials, Equipment, Tools and Labor Necessary for adjusting Water Line vertically, Including 4-45° Bends, 18 linear ft of 12" PVC encasement pipe, Complete For	\$ 3,250.00	\$ 13,000.00
34	100%	Lump Sum	For Furnishing and Installing Project Sign on Construction Site, Complete For	\$ 925.00	\$ 925.00
35	100%	Lump Sum	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs, Flushing and Sampling, Complete For	\$ 30,150.00	\$ 30,150.00
36	20,000	Linear Foot	Sawcut/Remove Existing, and Furnish and Install Asphalt Roadway Replacement, Complete For	\$ 10.35	\$ 207,000.00
37	100%	Lump Sum	Furnish, Install, Maintain and Remove Inlet Protection as required in the Stormwater Pollution Prevention Plan, Complete For	\$ 5,500.00	\$ 5,500.00

TOTAL BASE BID AMOUNT (ITEMS 1 - 37): \$ 1,603,407.50  
(numerals)

**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**ADD ALTERNATE NO. 1**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
A1-1	100%	Lump Sum	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Add Alternate No. 1 Amount, Complete For	\$ 2,100.00	\$ 2,100.00
A1-2	100%	Lump Sum	Provide DVD of Right-of-Way Pre-Construction and Post Construction Site Conditions for Add Alternate No. 1, Complete For	\$ 150.00	\$ 150.00
A1-3	730	Linear Foot	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	\$ 2.75	\$ 2,007.50
A1-4	730	Linear Foot	Implement and Follow Trench Safety Plan (Pipe), Complete For	\$ 0.45	\$ 328.50
A1-5	730	Linear Foot	Provide and Install 6-inch Diameter C900 PVC Water Line, including Thrust Restraint, Clean-up and Final Grading, Complete For	\$ 34.35	\$ 25,075.50
A1-6	2	Each	Provide and Install 6" Plug for Abandonment of Existing 6" Water Lines, Complete For	\$ 220.00	\$ 440.00
A1-7	4	Each	Provide and Install Ductile Iron Fittings (90°, 45°, 22.5°, 11.25° Bends), 6-inch Diameter, Complete For	\$ 275.00	\$ 1,100.00
A1-8	3	Each	For Furnishing and Installing Standard Fire Hydrant, Complete in Place For	\$ 3,975.00	\$ 11,925.00
A1-9	2	Each	For Connecting to Existing Water Meter, Including Service Line, Short Side, Complete in Place For	\$ 825.00	\$ 1,650.00

**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**ADD ALTERNATE NO. 1**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
A1-10	1	Each	For Cutting and Capping Existing 6" Waterline to be Abandoned in Place, Complete For	\$ 200.00	\$ 200.00
A1-11	100%	Lump Sum	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs, Flushing and	\$ 1,250.00	\$ 1,250.00
A1-12	730	Linear Foot	Sawcut/Remove Existing, and Furnish and Install Asphalt Roadway Replacement, Complete For	\$ 10.35	\$ 7,555.50

TOTAL ADD ALTERNATE NO. 1 BID AMOUNT  
(ITEMS A1-1 thru A1-12): \$ 53,782.00  
(numerals)

**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**ADD ALTERNATE NO. 2**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
A2-1	100%	Lump Sum	Mobilization, Bonds and Insurance, not-to-exceed 5% of the Add Alternate No. 2 Amount, Complete For	\$ 9,500.00	\$ 9,500.00
A2-2	100%	Lump Sum	Provide DVD of Right-of-Way Pre-Construction and Post Construction Site Conditions for Add Alternate No. 2, Complete For	\$ 300.00	\$ 300.00
A2-3	4,870	Linear Foot	Provide Labor, Equipment, Tools and Supervision to Complete Preparation of Right-of-way, Complete For	\$ 2.75	\$ 13,392.50
A2-4	4,870	Linear Foot	Implement and Follow Trench Safety Plan (Pipe), Complete For	\$ 0.45	\$ 2,191.50
A2-5	2,820	Linear Foot	Provide and Install 8-inch Diameter C900 PVC Water Line, including Thrust Restraint, Clean-up and Final Grading, Complete For	\$ 39.40	\$ 111,108.00
A2-6	2,050	Linear Foot	Provide and Install 6-inch Diameter C900 PVC Water Line, including Thrust Restraint, Clean-up and Final Grading, Complete For	\$ 34.35	\$ 70,417.50
A2-7	255	Linear Foot	Provide and Install 16-inch Diameter PVC Encasement by Open Cut, Complete in Place For	\$ 85.00	\$ 21,675.00
A2-8	34	Linear Foot	Provide and Install 12-inch Diameter PVC Encasement by Open Cut, Complete in Place For	\$ 65.75	\$ 2,235.50
A2-9	6	Each	For Furnishing and Installing 8-Inch Gate Valve, Complete in Place for	\$ 1,200.00	\$ 7,200.00
A2-10	6	Each	For Furnishing and Installing 6-Inch Gate Valve, Complete in Place, for	\$ 800.00	\$ 4,800.00

**BID PROPOSAL  
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Waterline Rehabilitation - Phase III**

**ADD ALTERNATE NO. 2**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
A2-11	1	Each	Provide and Install 6" Tee, Complete For	\$ <u>550.00</u>	\$ <u>550.00</u>
A2-12	3	Each	Provide and Install 8" x 6" Tee, Complete For	\$ <u>700.00</u>	\$ <u>2,100.00</u>
A2-13	3	Each	Provide and Install 8" Plug for Abandonment of Existing 8" Water Lines, Complete For	\$ <u>250.00</u>	\$ <u>750.00</u>
A2-14	1	Each	Provide and Install 8" x 6" Ductile Iron Reducer, Complete For	\$ <u>300.00</u>	\$ <u>300.00</u>
A2-15	29	Each	Provide and Install Ductile Iron Fittings (90°, 45°, 22.5°, 11.25° Bends), 8-inch Diameter, Complete For	\$ <u>360.00</u>	\$ <u>10,440.00</u>
A2-16	9	Each	Provide and Install Ductile Iron Fittings (90°, 45°, 22.5°, 11.25° Bends), 6-inch Diameter, Complete For	\$ <u>275.00</u>	\$ <u>2,475.00</u>
A2-17	5	Each	For Furnishing and Installing Standard Fire Hydrant, Complete in Place For	\$ <u>3,975.00</u>	\$ <u>19,875.00</u>
A2-18	51	Each	For Connecting to Existing Water Meter, Including Service Line, Short Side, Complete in Place For	\$ <u>835.00</u>	\$ <u>42,585.00</u>
A2-19	16	Each	For Connecting to Existing Water Meter, Including Service Line, Long Side, Complete in Place For	\$ <u>950.00</u>	\$ <u>15,200.00</u>
A2-20	1	Each	For Connecting to Existing 8" Water Line, Complete in Place For	\$ <u>1,700.00</u>	\$ <u>1,700.00</u>

**BID PROPOSAL  
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**ADD ALTERNATE NO. 2**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Total Amount (in numerals)
A2-21	2	Each	For Cutting and Capping Existing 8" Waterline to be Abandoned in Place, Complete For	\$ 250.00	\$ 500.00
A2-22	100%	Lump Sum	For Furnishing All Materials, Equipment, Tools and Labor Necessary for Pressure Testing Water Pipe, Including Any Necessary Repairs, Flushing and Sampling, Complete For	\$ 7,925.00	\$ 7,925.00
A2-23	5,300	Linear Foot	Sawcut/Remove Existing, and Furnish and Install Asphalt Roadway Replacement, Complete For	\$ 10.35	\$ 54,855.00

TOTAL ADD ALTERNATE NO. 2 BID AMOUNT  
(ITEMS A2-1 thru A2-23): \$ 402,075.00  
(numerals)



**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**TRENCHLESS ALTERNATES (A3-1 THRU A5-1)**

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A3-1	100%	Lump Sum	Additive or Deductive cost for construction of <b>Base Bid if Trenchless Method or Combination of Trenchless and Open Cut</b> are utilized. If Contractor is the successful bidder, a Schedule of Values that correlates the additive or deductive cost to the items in the base bid shall be provided.	\$ <u>N/A</u>	\$ <u>#VALUE!</u>
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A4-1	100%	Lump Sum	Additive or Deductive cost for construction of <b>Add Alternate No. 1 if Trenchless Method or Combination of Trenchless and Open Cut</b> are utilized. If Contractor is the successful bidder, a Schedule of Values that correlates the additive or deductive cost to the items in the base bid shall be provided.	\$ <u>N/A</u>	\$ <u>#VALUE!</u>
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A5-1	100%	Lump Sum	Additive or Deductive cost for construction of <b>Add Alternate No. 2 if Trenchless Method or Combination of Trenchless and Open Cut</b> are utilized. If Contractor is the successful bidder, a Schedule of Values that correlates the additive or deductive cost to the items in the base bid shall be provided.	\$ <u>N/A</u>	\$ <u>#VALUE!</u>
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**BID PROPOSAL  
FOR  
Waterline Rehabilitation - Phase III**

**BID SUMMARY**

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<b>Total Base Bid</b>	\$ <u>1,603,407.50</u>
<b>Total Base Bid + Alt No. 1</b>	\$ <u>1,657,189.50</u>
<b>Total Base Bid + Alt No. 2</b>	\$ <u>2,005,482.50</u>
<b>Total Base Bid + Alt No. 1 + Alt No. 2</b>	\$ <u>2,059,264.50</u>
<b>Total Base Bid + Alt No. 3</b>	\$ <u><del>#VALUE!</del> N/A lj</u>
<b>Total Base Bid + Alt No. 1 + Alt No. 3 + Alt No. 4</b>	\$ <u><del>#VALUE!</del> N/A lj</u>
<b>Total Base Bid + Alt No. 2 + Alt No. 3 + Alt No. 5</b>	\$ <u><del>#VALUE!</del> N/A lj</u>
<b>Total Base Bid + Alt No. 1 + Alt No. 2 + Alt No. 3 + Alt No. 4 + Alt No. 5</b>	\$ <u><del>#VALUE!</del> N/A lj</u>

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: North American Specialty Ins. Co. and \_\_\_\_\_

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

The work proposed to be done shall be accepted when fully completed and finished in accordance with Waterline Rehabilitation Phase III Plan Sheets and Specifications, to the satisfaction of the Engineer.

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

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

Addendum No. 1 dated 03/18/2020 Received RP  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

This is a Bid of: TTG Utilities,LP Corporation, organized and existing under the laws of the State of \_\_\_\_\_, or; a Partnership consisting of TTG Utilities, LP, or; and Individual, doing business as \_\_\_\_\_.

By: TTG UTILITIES, LP,  
By TTG UTILITIES GP, LLC,  
General Partner

Seal, if a Corporation

By: [Signature]  
Ricardo J. Pena, President

TITLE

P. O. Box 299  
MAILING ADDRESS

305 Memorial Drive  
STREET ADDRESS

Gatesville, Texas 76528  
CITY AND STATE

254-248-1151  
TELEPHONE NUMBER

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, TTG Utilities, LP  
P.O. Box 299, Gatesville, TX 76528 as Principal, and firmly  
bound unto as owner in the sum of \$ 5% Percent of the Greatest Amount Bid by Principal  
as the proper measure of liquidated damages for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

Signed this 25th day of March, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to  
The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a  
contract in writing, for the **WATERLINE REHABILITATION – PHASE III.**

Now, Therefore,

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

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

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

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

TTG Utilities, LP (L.S.)  
Principal

Ricardo J. Pena, President, TTG Utilities GP, LLC, General Partner of TTG Utilities, LP

North American Specialty Insurance Company  
Surety

By: Eva O. Limmer  
Eva O. Limmer, Attorney-in-Fact

SEAL

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOHN R. WARD, THOMAS D. MOORE, EVA O. LIMMER,

EMILY MIKESKA and ALLYSON DEAN-WEST

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 27 day of October, 2017.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 27 day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of March, 2020.

[Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation**

**TEXAS CLAIMS INFORMATION**

**IMPORTANT NOTICE**

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President – Claims at 1-800-338-0753**

You may call **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** at the following address:

**1450 American Lane  
Suite 1100  
Schaumburg, IL 60173**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the **Texas Department of Insurance**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should first contact the **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation**. If the dispute is not resolved, you may contact the **Texas Department of Insurance**.

**ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**ADVISO IMPORTANTE**

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President – Claims, al 1-800-338-0753**

Usted puede llamar al numero de telefono gratis de **Washington International Insurance Company and/or North American Specialty Insurance Company's and/or Westport Insurance Corporation** para informacion o para someter una queja al:

**1-800-338-0753**

Usted tambien puede escribir a **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** al:

**1450 American Lane  
Suite 1100  
Schaumburg, IL 60173**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Washington International Insurance Company and/or North American Specialty Insurance Company and/or Westport Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departamento de Seguros de Texas**.

**UNA ESTE AVISO A SU POLIZA**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**NON-COLLUSION AFFIDAVIT**

STATE OF  Texas  §

COUNTY OF  Coryell  §

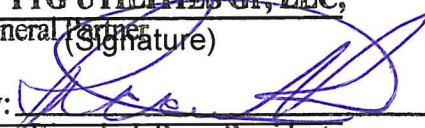
Each of the undersigned, being first duly sworn, deposes and says that:

A.  Ricardo J. Pena  is the  President  of  TTG Utilities, LP   
and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_,  
which entity(ies) is/are the \_\_\_\_\_ of \_\_\_\_\_, the entity  
making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Owner or anyone interested in the proposed agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venturer or agent thereof to effectuate a collusive or sham Proposal.

C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Agreement or rejection of all Proposals and cancellation of the RFP.

\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Name Printed)  
  
\_\_\_\_\_  
(Title)

**TTG UTILITIES, LP,**  
**By TTG UTILITIES GP, LLC,**  
General Partner  
By:   
\_\_\_\_\_  
Ricardo J. Pena, President  
(Name Printed)  
  
\_\_\_\_\_  
(Title)

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <i>ms</i>  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  <p style="text-align: center;"><b>TTG UTILITIES, LP,</b>  <b>By TTG UTILITIES GP, LLC,</b>  <b>General Partner</b></p>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <b>By: Ricardo J. Pena, President</b> Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# 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.

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

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

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

OFFICE USE ONLY

Date Received

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

TTG Utilities, LP

2  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

n/a

Name of Officer

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

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

Yes

No

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

Yes

No

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

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

7

By: 

Signature of vendor doing business with the governmental entity

03/25/2020

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**CERTIFICATION OF CONTRACTOR  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

\_\_\_\_\_  
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by an Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TTG Utilities, LP  
Organization Name

Waterline Rehabilitation Ph III  
Project Number and Name

TTG UTILITIES, LP,  
By TIG UTILITIES GP, LLC,  
Name(s) and Title(s) of Authorized Representatives  
General Partner

By:  03/25/2020  
Signature(s) Ricardo J. Pena, President Date

**PROJECT: TRAFFIC SIGNAL UPGRADES**

## **Instructions for Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

- 1) By signing and submitting this form, the prospective primary participant is providing the certification set out on the corresponding certification in accordance with these instructions.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "Primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in a addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

TTG Utilities, LP is not a corporation  
CERTIFICATE OF COPORATE RESOLUTION

I, \_\_\_\_\_, Secretary, hereby certify as follows:

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

\_\_\_\_\_ : President

\_\_\_\_\_ : Vice President

\_\_\_\_\_ : Secretary

TO CERTIFY WHICH I have executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, Secretary, of \_\_\_\_\_, a corporation, on behalf of said Corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Name: \_\_\_\_\_  
My commission expires \_\_\_\_\_



Baird, Crews, Schiller & Whitaker, P.C.  
Attorneys at Law

Thomas C. Baird  
254-774-8333 (ext. 202)  
thomasbaird@bcswlaw.com  
OUR FILE NO.

January 2, 2006

Re: TTG UTILITIES, LP

TO WHOM IT MAY CONCERN:

Effective December 31, 2005, TTG Utilities, Inc., a Texas corporation, converted to a limited partnership, to be known as TTG Utilities, LP.

The partners of TTG Utilities, LP are as follows:

General Partner: TTG Utilities GP, LLC - .1%

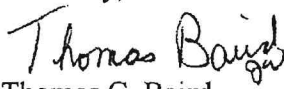
Limited Partner: Ricardo J. Pena (99.9%).

The sole Member of TTG Utilities GP, LLC is Ricardo J. Pena.

All the activities of TTG Utilities, LP are conducted through its general partner, TTG Utilities GP, LLC. Ricardo J. Pena, as President and manager of TTG Utilities GP, LLC has full authority to conduct all business of TTG Utilities GP, LLC and TTG Utilities, LP.

If you need additional information, please call.

Sincerely,

  
Thomas C. Baird

TCB:jaw

Thomas C. Baird is Board Certified by the Texas Board of Legal Specialization in  
Residential, Commercial, and Farm & Ranch Real Estate Law and Estate Planning and Probate Law

15 North Main, Temple, TX 76501 (254) 774-8333 Fax (254) 774-9353

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

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

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

**OFFICE USE ONLY**

Date Received

**1 Name of Local Government Officer**

N/A

**2 Office Held**

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

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

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

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_  Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_  Did Not Accept Gift

Date Gift Received \_\_\_\_\_ Description of Gift \_\_\_\_\_  Did Not Accept Gift

(attach additional forms as necessary)

**6 AFFIDAVIT**

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

N/A

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath



## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

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

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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

5 Check only if there is NO interested Party.

**6 UNSWORN DECLARATION**

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

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

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

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

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2020-601868

Date Filed:  
 03/25/2020

Date Acknowledged:

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

TTG Utilities, LP  
 Gatesville, TX United States

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

City of Killeen

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

bid #20-05  
 Waterline Rehabilitation Phase III

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pena, Ricardo	Gatesville, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Dawna L. James, and my date of birth is 11/11/1965.

My address is 305 Memorial Drive, Gatesville, TX, 76528, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Coryell County, State of Texas, on the 25th day of March, 20 20.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)