



City of Killeen

## Purchasing

Lorianne Luciano, Director of Procurement

802 N 2nd St, Killeen, TX 76541

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### PROPOSAL DOCUMENT REPORT

Bid No. 23-39

[Chaparral Pump Station](#)

RESPONSE DEADLINE: August 3, 2023 at 2:00 pm

Report Generated: Thursday, August 3, 2023

### SSP Industries, LP Proposal

#### CONTACT INFORMATION

**Company:**

SSP Industries, LP

**Email:**

jpotts@ssp-ind.com

**Contact:**

Jared Potts

**Address:**

2749 Chaparral Rd.

Killeen, TX 76541

**Phone:**

N/A

**Website:**

[www.ssp-ind.com](http://www.ssp-ind.com)

**Submission Date:**  
Aug 3, 2023 1:51 PM

## ADDENDA CONFIRMATION

Addendum #1  
*Confirmed Jul 28, 2023 10:07 AM by Jared Potts*

## QUESTIONNAIRE

### 1. Conflict of Interest Questionnaire (Form CIQ)\*

Please download the below documents, complete, and upload.

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

CIQ\_-\_Conflict\_of\_Interest\_form\_Required\_with\_Bid\_Docs.pdf

### 2. Certificate of Interested Parties (Form 1295)\*

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

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the award.

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

Confirmed

**3. Acknowledgement – “Boycott Israel”\***

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

Confirmed

**4. Acknowledgement – “Boycott Energy Companies”\***

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

Confirmed

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

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

Confirmed

**6. Antitrust Law Certification\***

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

Yes

**7. Litigation Disclosure\***

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

No

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

No

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

No

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

Yes

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

15

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

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

Melissa Miller

AR

[mmiller@ssp-ind.com](mailto:mmiller@ssp-ind.com)

(254) 699-2115 ex. 206

### **13. Copyrighted Material\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

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

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

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

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

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

### **14. If your proposal contains confidential information identify where it is located.**

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

NONE

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

Answer YES or

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

YES

**16. Insurance Broker Information\***

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

BK CW

Cindy McFall

(254) 699-7100 -phone

(254) 699-6680 -fax

c.mcfall@bkcw.com

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

Answer No or

If yes, please describe:

YES,

- A. (1ea) Auto damage claim
- B. (1ea) Equipment damage claim

**18. Proposal Requirements\***

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents?

Yes

**19. Proposal Documents\***

Please Upload your COMPLETE Proposal here.

Chaparral\_Pump\_Station\_-\_23-39\_SSP\_Bid\_Proposal\_8.03.2023\_2pm.pdf

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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.

N/A

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

7

Signature of vendor doing business with the governmental entity

Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

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- (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.



**Chaparral Pump Station**

**Bid #23-39**

**Response Deadline: August 3, 2023, 2:00 pm**

**Bid Submission by:**

SSP Industries, LP  
2749 Chaparral Rd.  
Killeen, Texas 76549

**Care Of:**

City of Killeen  
Attn: Purchasing  
802 2<sup>nd</sup> Street, Bldg. E  
Killeen, Texas 76541

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## **BID PROPOSAL**

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

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

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

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

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of \_\_\_\_\_  
Bid Bond 5% of the total amount bid \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

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## Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	<u>\$398,847.00</u>	<u>\$398,847.00</u>
1.02	Furnish and Install 8 MGD Pump Station, complete with all appurtenances, site work and all other work not identified in other bid items, complete as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$4,095,580.00</u>	<u>\$4,095,580.00</u>
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the pumpstation as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$3,890,912.00</u>	<u>\$3,890,912.00</u>
1.04	Trench Safety Plan (Item 212)	1	LS	<u>\$1,000.00</u>	<u>\$1,000.00</u>
1.05	Trench Safety Implementation (Item 212)	650	LF	<u>1.00</u>	<u>\$650.00</u>
1.06	Trench Safety Implementation for Excavations* (Item 212)	3,877	SF	<u>2.00</u>	<u>\$7,754.00</u>
				Sub <u>total of above</u>	<u>\$8,394,743.00</u>
1.07	Electric Utility Allowance to provide electric service to the pump station. This effort includes BEC installing 3-phase service lines, set transformer, and new service to pump station.	1	LS	<u>\$40,000.00</u>	<u>\$40,000.00</u>
	<b>Total Bid</b>				<u>\$8,434,743.00</u>
	<b>Total Materials Bid</b>				\$6,631,025.00


\*Minimum area

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: Ballew Surety Agency  
and The Hanover Insurance Company

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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 07/27/2023 Received 07/28/2023   
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_

This is a Bid of: SSP Industries, LP Corporation, organized and existing under  
the laws of the State of Texas, or; a Partnership consisting of 3 partners  
\_\_\_\_\_, or; and Individual, doing business as \_\_\_\_\_

By: 

Seal, if a Corporation

Ronald C. Fournier

TITLE

PO Box 690159 Killeen TX 76549

MAILING ADDRESS

2749 Chaparral Road

STREET ADDRESS

Killeen TX 76542

CITY AND STATE

(254) 699-2115

TELEPHONE NUMBER



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## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
SSP Industries, LP

as Principal, and firmly bound unto City of Killeen

as owner in the sum of

\$ Five percent of the total 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 3rd day of August, 2023.

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 CHAPARRAL PUMP STATION.

Now, Therefore,

(a)  
(b)

If said Bid shall be rejected, or in the alternate,

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.

SSP Industries, LP

Principal

(L.S.)

The Hanover Insurance Company

Surety

By:

Brad Ballew  
Brad Ballew, Attorney-In-Fact

SEAL

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**David S. Ballew and Brad Ballew**

of Ballew Surety Agency Inc, of Austin, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty-Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

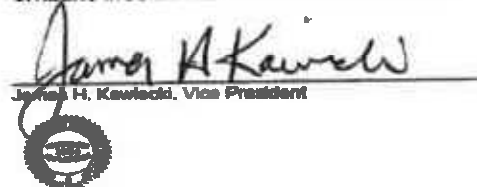
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26<sup>th</sup> day of February, 2020.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Bryan J. Ballew, Executive Vice President

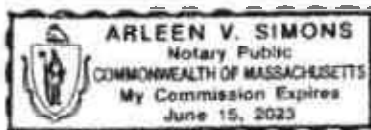


THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
James H. Kawle, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 26<sup>th</sup> day of February, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3rd day of August 2023.

**CERTIFIED COPY**

  
Theodore G. Martinez, Vice President

## Texas Complaint Notice

Commercial Lines

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/  
Citizens Insurance Company of America's toll-free  
telephone number for information or to make a  
complaint at:

**1-800-343-6044**

You may also write to The Hanover Insurance Company/  
Citizens Insurance Company of America at:

**440 Lincoln Street  
Worcester, MA 01653**

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.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium  
or about a claim you should contact the agent or the  
company first. 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.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de  
The Hanover Insurance Company/Citizens Insurance  
Company of America's para informacion o para  
someter una queja al:

**1-800-343-6044**

Usted tambien puede escribir a The Hanover Insurance  
Company/Citizens Insurance Company of America al:

**440 Lincoln Street  
Worcester, MA 01653**

Puede comunicarse con el Departamento de Seguros  
de Texas para obtener informacion acerca de  
compa  as, 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.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un  
reclamo, debe comunicarse con el agente o la com-  
pania primero. Si no se resuelve la disputa, puede  
entonces comunicarse con el departamento (TDI).

**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.

# STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
<b>A. COMPANY DATA</b>			
Organization Doing Business:	SSP Industries, LP		
Business Address:	2749 Chaparral Road		
	Killeen TX 76542		
Telephone Number:	254-699-2115		
Fax Number:	254-554-8039		
Form of Business:	Corporation	Partnership <sub>x</sub>	Individual
			Joint Venture
<b>IF A CORPORATION</b>			
Date of Incorporation:			
State Incorporated:			
President's Name:			
Vice President's Name:			
<b>IF A PARTNERSHIP</b>			
Date of Organization:	06/18/2010		
Type	General		Limited <sub>x</sub>
<b>IF AN INDIVIDUAL</b>			
Name:			
Business Address:			
<b>IF A JOINT VENTURE</b>			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
<b>B. BUSINESS INFORMATION</b>			
Current Number of Full Time Employees:	128	Past Year's Revenues:	\$25,248,003.00
Average Number of Projects Annually:	21	Average Construction Cost of Project:	\$833,826.98
<b>C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS</b>			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Project management, site supervision, concrete (paving & structural), pipe and appurtenances, pump installation, testing, chemical feed installation, erosion control, and re-vegetation.			
2. List work that will be provided by Subcontractors on this project.			
CMU building, steel erection, roofing, building electrical, HVAC, asphalt placement, site dirt work, electrical control work and SCADA, fencing (permanent & temporary), & steel fabrication.			

Statement of Qualifications

**TABLE 2 – CONSTRUCTION EXPERIENCE**

1. Years of experience on similar drainage and utility projects: 22			
As a General Contractor:	20	Number of Total Projects:	198
2. Number of similar drainage and utility projects completed in the past five (5) years?			5
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

**TABLE 3 – PROPOSED KEY PERSONNEL**

<b>PROJECT MANAGER</b>	
Name of Project Manager	Ronald C. Fournier
Years of Experience as PM	33
Number of Similar Projects as PM with this company	100
Number of Similar Projects with other companies (PM)	33
Current Assignments	7
% of time dedicated to this project	50
<b>Reference Project</b>	
Project Name: Shallowford Lift Station	Reference Name: Jim Billeck
Title: c.o.o	Organization: City of Temple
Telephone Number: 254-699-2115	Email: jbilleck@templetx.gov
<b>PROJECT SUPERINTENDENT</b>	
Name of Superintendent	William Salas
Years of Experience as Superintendent	16
Number of Similar Projects as Super with this company	50
Number of Similar Project with other companies (Super)	25
Current Assignments	6
% of time dedicated to this project	90
<b>Reference Project</b>	
Project Name: Shallow Ford Lift Station	Reference Name: Jim Billeck
Title: General Superintendent	Organization: City of Temple
Telephone Number: 254-535-2268	Email: jbilleck@templetx.gov

Statement of Qualifications

**TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS****REFERENCE PROJECT 1****Project Description**

900 lf of 30" force main, 80 lf of 48" gravity sewer, construction of a 38 MGD fully redundant lift station complete with (6) 200HP submersible pumps on VFD's, (2) 900 kw emergency generators, the CIP wet well was constructed as two separate basins that can be operated independently (for future maintenance purposes), a 940 sf CMU electrical controls building complete with 20-ton HVAC system, basement for electrical cable trays, TPO roofing system with roof beams, 600 lf of perimeter CMU block security fencing 8' high complete with three strand barbed wire and manual 20' wide swing gate, with asphalt access roadway.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	Shallowford Lift Station Improvements	\$6,387,109.24	06/31/19	4.71%

**Owner's Reference Information**

Name	Title	Organization	Telephone	E-Mail
James Billeck	Project Manager	City of Temple	(254) 298-5620	jbilleck@templetx.gov

**Engineer's Reference Information**

Name	Title	Company	Telephone	E-Mail
Thomas D. Valle	P.E.	KPA Engineers	(254) 760-8498	tvalle@kpaengineers.com

**REFERENCE PROJECT 2****Project Description**

9,300 lf of 8" force main complete with ARVs & FM clean outs, 2,200 lf of 8" gravity, construction of a 12' diameter wet well and a triplex lift station complete with a CMU controls building to house VFDs and SCADA telemetry, standing seam metal roof, with a 1-ton HVAC system, 240 lf of perimeter chain-link security fencing complete with three strand barbed wire and (1) 20' sliding gate & (1) 16' swing gate, with concrete access roadway.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
American Water MSG	69ADA UEPH Water & Sewer	\$4,042,372.10	August 2023	2.53%

**Owner's Reference Information**

Name	Title	Organization	Telephone	E-Mail
Stephen Ratcliffe	Project Manager	American Water MSG	(713) 256-4968	stephen.ratcliffe@amwater.com

**Engineer's Reference Information**

Name	Title	Company	Telephone	E-Mail
Travis Clark	P.E.	Jones-Heroy & Associates	(512) 573-6975	travis@jones-heroy.com

**REFERENCE PROJECT 3****Project Description**

Provide a skid-mounted 1000 GPM primary fire booster pump house designed to boost the residual pressure in the existing line from 40 PSI to 80 PSI, a pressure maintenance (jockey) pump sized to maintain system pressure, all requisite electrical controls, redistribute site water and sewer services to new building.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
American Water MSG	DLA Complex Water & Sewer	\$749,722.00	05/06/22	11.25%

**Owner's Reference Information**

Name	Title	Organization	Telephone	E-Mail
Stephen Ratcliffe	Project Manager	American Water MSG	(713) 256-4968	stephen.ratcliffe@amwater.com

**Engineer's Reference Information**

Name	Title	Company	Telephone	E-Mail
Travis Clark	P.E.	Jones-Heroy & Associates	(512) 573-6975	travis@jones-heroy.com

Statement of Qualifications

<b>TABLE 5 – SUBCONTRACTORS AND SUPPLIERS</b>		
<b>PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)</b>		
Name	Work to be Provided	% of Contract
T Morales Company	Electrical distribution and connections	45%
<b>Provide a list of major equipment or material suppliers for use on project.</b>		
Supplier Name	Material or Equipment Supplied	
Ferguson Waterworks	Piping, valving, and fittings	
Pump Solutions (see attachment 1- list of deviations)	Horizontal split-case pumps	
T Morales	Generator package, switchgear, electrical wiring & appurtenances	

Statement of Qualifications



## Litigation Summary

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

None

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

**AFFIDAVIT**

State Texas

County of Bell

Ronald C. Fournier

(name)

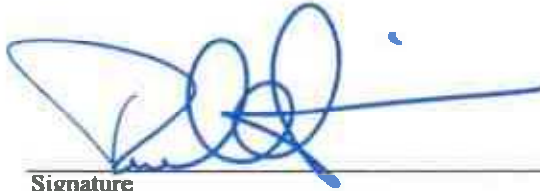
c.o.o

(title)

being duly sworn deposes and attests that he/she is

and is a duly authorized representative of the Offeror

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

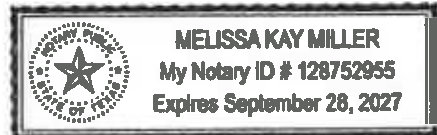
  
Signature

Signed and sworn to me before this 3rd day of August, 2023.

Melissa Miller

Notary Public





My Commission expires: 28 September 2027

Statement of Qualifications

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

N/A

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.

N/A

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.

N/A

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

7

Signature of vendor doing business with the governmental entity

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF CORPORATE 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 \_\_\_\_\_,  
2021.

\_\_\_\_\_  
Secretary

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2021 by \_\_\_\_\_, Secretary, of  
\_\_\_\_\_, a corporation, on behalf of  
said Corporation.

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

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# 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

N/A

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

N/A

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

N/A

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

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

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

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

(attach additional forms as necessary)

**6** AFFIDAVIT

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

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

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

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

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

## **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

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

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

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

### **INSTRUCTIONS FOR COMPLETING THIS FORM**

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

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



**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

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

**OFFICE USE ONLY**

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

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

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

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

**5** Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

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

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

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

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**

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Pump Solutions

18594 US Hwy. 59  
New Caney, Texas 77357  
Phone: 281-399-9400  
Fax: 281-399-4901

THIS TRANSMITTAL CONSISTS OF \_1\_ PAGE(S) INCLUDING THIS PAGE.

TO: Bidding Estimator  
FROM: Cole Green  
DATE: Aug 3<sup>rd</sup>, 2023  
RE: City of Killeen – Chaparral Pump Station

Pump Solutions Inc., is pleased to offer the following equipment for the subject project:

Three (3) Patterson Model 12x10 MAA single stage horizontal split case pump rated at 2777 GPM @ 187 FT TDH at 1770 RPM with the following features:

- Materials of Construction:
  - Case: Cast Iron - ASTM A48 Class 40
  - Case Rings: 420 Stainless 100 BRN Harder than Case Rings
  - Impeller: ASTM A487 CA-6NM Class "B" with 13% chrome and 4% Nickel
  - Impeller Rings: 420 Stainless
  - Shaft: ASTM A276 Type 410
  - Shaft Sleeves 410 SS with 50 BRN
- Drip Rim Base/ Coupling/ Guard
- Mechanical Seal: Chesterton 442
- Motor: 200 HP, 1800 RPM Motor (TEFC enclosure, 460/3/60)
- Test: Unwitnessed Hydro and Performance
- Paint: Interior Belzon 1340 / Exterior PPG Epoxy
- Accessories
  - 1 x Anchor Bolt Template
  - 3 x Sets of Anchor Bolts
  - 1 x Spreader Bar
- Spares
  - 1 x 12 Months of Lubrication
  - 1 x Complete Rotating Element
  - 1 x Pump Bearings
  - 1 x Set of Case Rings
  - 1 x Set of Impeller Rings
  - 1 x Set of Shaft Sleeves
  - 1 x Set of Gaskets
  - 1 x Set of Mechanical Seals

One (1) Lot of Delivery to the Job Site and Start-up Services

**IMPORTANT NOTE: As the project specification stands (8/3/23), the Patterson 12x10 MAA pump listed above does NOT meet the requirements of the specification. Pump Solutions, Inc. can NOT guarantee that a pump that meets the current specification can be provided by Patterson. Engineering approval will be required before this pump can be ordered.**

**A list of all exceptions to the project specification is included in this document.**

### **List of Deviations From Contract Specifications**

09 96 00.01	Patterson will use its standard coatings (PPG brand) in lieu of the manufacturers specified. Patterson will provide color code data for Contractor's use in sourcing a local supplier of touch up paint if needed.
43 23 21 1.08 C 1	Patterson will not be responsible for any modifications that are needed to the existing block or piping. If needed, shall be by the contractor or others.
<b>43 23 21 1.08 A 10</b>	<b>Patterson is providing a 12x10 pump that has the best efficiency point to the right of Rated Point 1.</b>
<b>43 23 21 1.08 A 8</b>	<b>Patterson has reviewed the system curve and takes exception to meeting the minimum system curve at full speed but it can be achieved at reduced speed with VFD.</b>
<b>43 23 21 1.08 B 1</b>	<b>Patterson takes exception to maximum operating head of 215 ft in the POR of the pump, but can confirm it will be in the AOR.</b>
43 23 21 2.02 A 12	The surge withstand capability requirement is applicable only on form wound motors.
43 23 21 1.04 D 3 r,s	Patterson has provide the specified RTD but does not see the request for vibration sensors and switches need to be provided. If vibration sensors and switches are needed a quote can be provided.
43 23 21 1.04 D 3 i	Bearing life calculation submittal is not available on sleeve bearing motors.
Article 6.19 43 23 21 1.07	Patterson is offering its standard warranty only with a duration of 24 months from installation or 36 months from shipment, whichever occurs first. The offered warranty allows for a maximum of 12 months from the time of shipment to the achievement of Substantial Completion. Extensions beyond the included warranty will incur an additional charge. Removal and reinstallation is by Contractor compliant with Patterson's standard warranty.
43 23 21 1.03 B 2 d	Factory noise and vibration testing is for record only as Patterson's test facility is a temporary set up.
43 23 21 1.03 B 2 m	Patterson has not included cleaning and disinfecting of the equipment and this shall be done by contractor or others.
43 23 21 1.08 A 7	Patterson takes exception to providing a 2" threaded outlet on the pump casing as our design consists of a 1" outlet.
43 23 21 1.08 A 14	Patterson is meeting the intent of NSF per 43 23 21 1.08 A 13 due to the interior coating of Belzona. If NSF certification is required Patterson will need to apply Scotchkote 134 Fusion Bond.
43 23 21 2.02 A 14	US motor can only guarantee motor efficiency at full load.US motor does not guarantee power factor as system details changes in the field.

- 43 23 21 2.02 D 1 US is offering two cycles of vacuum pressure impregnation with 100% solid epoxy resins, which meets NEMA definition for moisture-resistant winding per NEMA MG1 - 1.27.1. Exception to three coatings.
- 43 23 21 2.02 J 1 q Insulation Voltage Rating information is not provided in the submittal package. Motor meets minimum value of 1960V.
- 43 23 21 2.02 J 1 u US Motor does not recommend the use of power factor correction capacitors as serious damage may occur to the motor and VFD.
- 43 23 21 2.05 A 9 Patterson has not provided a stuffing box assembly or motor bearings in the proposal price but if advised what is considered a stuffing box assembly, a price adder can be provided.