



## PROPOSAL DOCUMENT REPORT

Bid No. 23-41

Wastewater Improvements Chaparral Road

RESPONSE DEADLINE: August 10, 2023 at 2:00 pm

Report Generated: Tuesday, August 15, 2023

## Arguijo Corporation Proposal

### CONTACT INFORMATION

**Company:**

Arguijo Corporation

**Email:**

estimating@arguijo.com

**Contact:**

Jon Hibler

**Address:**

3701 Bee Caves  
Suite 205  
Austin, TX 78746

**Phone:**

N/A

**Website:**

[Arguijo.com](http://Arguijo.com)

**Submission Date:**

Aug 10, 2023 12:55 PM

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Aug 9, 2023 10:01 PM by Jon Hibler*

Addendum #2

*Confirmed Aug 9, 2023 10:01 PM by Jon Hibler*

Addendum #3

*Confirmed Aug 9, 2023 10:01 PM by Jon Hibler*

Addendum #4

*Confirmed Aug 9, 2023 10:01 PM by Jon Hibler*

## QUESTIONNAIRE

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

Please download the below documents, complete, and upload.

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

Conflict\_of\_Interest\_Questionnaire\_(Form\_CIQ).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)?\***

10

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

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

Jon Hibler - Director - 432.238.7406 - jon.hibler@arguijo.com

**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.

n/a

**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.

Gilliland Insurance Agency - Jim Gilliland - [\(432\) 550-0033](tel:4325500033) - [jim@gillyins.com](mailto:jim@gillyins.com)

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

Answer No or

If yes, please describe:

No

**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.

Insurance\_Certificate.pdfChaparral\_Road\_Bid\_Forms\_TURNED\_IN.pdfBid\_Bond\_City\_of\_Killeen.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.

Arguijo Corporation

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.

none

Name of Officer

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

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

☐ Yes

☒ No

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

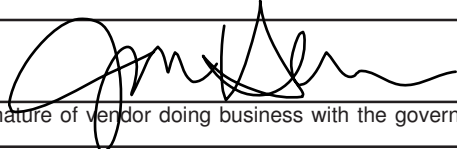
☐ Yes

☒ No

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

none

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

7   
Signature of vendor doing business with the governmental entity

8/9/2023  
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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>GILLILAND INSURANCE AGENCY</b> 3800 E 42nd St #606 Odessa, TX 79762-5930 License #:		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (432)550-0033 <b>FAX (A/C, No):</b> (432)550-9891 <b>E-MAIL ADDRESS:</b> certs@gillyins.com	
<b>INSURED</b> <b>ARGUIJO CORPORATION</b> <b>HIBCO, INC.</b> <b>BOX 14861</b> <b>ODESSA, TX 79768-4861</b> TX 79768-4861		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> TEXAS MUTUAL INSURANCE CO <b>INSURER B:</b> NAUTILUS INSURANCE CO <b>INSURER C:</b> KEY RISK INSURANCE CO <b>INSURER D:</b> CRUM&FORSTER SPEICALTY INS CO <b>INSURER E:</b> HANOVER INSURANCE CO <b>INSURER F:</b> RSUI INDEMNITY CO	
		<b>NAIC #</b> 22945 17370 10885 44520 22292 22314	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	ECP2040804-10	07/06/23	07/06/24	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CONTRACTUAL						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLLUTION						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
C	<b>AUTOMOBILE LIABILITY</b>	X	X	BAP2040805-10	07/06/23	07/06/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90						PROPERTY DAMAGE (Per accident) \$
							\$
DF	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SEO-124963/NHA103279	07/06/23	07/06/24	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	X	0001115833	04/01/23	04/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>CONTRACTOR'S EQUIPMENT</b>			IHDH76029001	09/20/22	09/20/23	LEASED/RENTED 500K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WORKERS' COMP, GEN'L LIAB AND AUTO POLICIES PROVIDE WAIVER OF SUBROGATION TO CERTIFICATE HOLDER AS REQUIRED PER WRITTEN CONTRACT. GEN'L LIAB, AUTO, & EXCESS POLICIES NAME CERTIFICATE HOLDER AS ADD'L INSURED AS REQUIRED PER WRITTEN CONTRACT. GL COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. EXCESS POLICY FOLLOWS FORM.

**CERTIFICATE HOLDER****CANCELLATION**

MASTER CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDENDUM NO. 4**

**CITY OF KILLEEN**

**CHAPARRAL ROAD WASTEWATER IMPROVEMENTS**

**PROJECT NO.: 2-01612.02 / BID NO. 23-41**

**DATE OF ADDENDUM: August 7, 2023**

**BID OPENING DATE: August 10, 2023**

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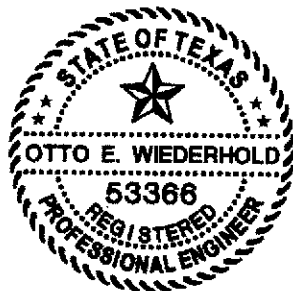
This Addendum forms a part of Contract and clarifies, corrects, or modifies original Bid Documents, dated June 2023. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

**REVISIONS TO PROCUREMENT DOCUMENTS**

1. Bid Proposal – replace the Bid Proposal Form with the one attached.

**REVISIONS TO DRAWINGS**

1. Drawings – replace the Drawings with the ones attached.



Approved by:

  
Engineer

## 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 \_\_\_\_\_ DOLLARS (\$2,729,603.91) 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.

# Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Unit	Unit Price	Unit Amount
<b>1.00</b>	<b>GENERAL CONDITIONS</b>				
1.01	Mobilization & Bonds	1	LS	\$ 120,923.97	\$ 120,923.97
1.02	Storm Water Pollution Prevention Plan & Implementation	1	LS	\$ 52,250.00	\$ 52,250.00
1.03	Traffic Control Plan and Implementation	1	LS	\$ 27,500.00	\$ 27,500.00
1.04	Trench Safety Plan	1	LS	\$ 935.00	\$ 935.00
1.05	Trench Safety Implementation	11,650	LF	\$ 2.20	\$ 25,630.00
	<b>SUBTOTAL GENERAL CONDITIONS</b>				<b>\$ 227,238.97</b>
<b>2.00</b>	<b>WASTEWATER IMPROVEMENTS</b>				
2.01	10" C900 PVC Force Main Line (Open Cut)	6,454	LF	\$ 99.23	\$ 640,430.42
2.02	Tie in to Existing 10-inc Force Main	1	LS	\$ 3,298.53	\$ 3,298.53
2.03	Remove 10" Force Main	1,511	LF	\$ 17.26	\$ 26,079.86
2.04	Plug Existing 10" Force Main	3	EA	\$ 3,298.51	\$ 9,895.53
2.05	10" SDR-26 PVC Wastewater Line (Open Cut)	1,511	LF	\$ 76.87	\$ 116,150.57
2.06	15" SDR-26 PVC Wastewater Line (Open Cut)	2,825	LF	\$ 167.41	\$ 472,933.25
2.07	18" SDR-26 PVC Wastewater Line (Open Cut)	960	LF	\$ 204.29	\$ 196,118.40
2.08	21" SDR-26 PVC Wastewater Line (Open Cut)	42	LF	\$ 160.57	\$ 6,743.94
2.09	18" DR 14 HDPE (or equal) Wastewater Line (Directional Drill)	800	LF	\$ 192.49	\$ 153,992.00
2.10	18" Steel Encasement (Bore)	52	LF	\$ 562.89	\$ 29,270.28
2.11	24" Steel Encasement Pipe (Bore)	50	LF	\$ 625.45	\$ 31,272.50
2.12	10" 45 Degree Bend	8	EA	\$ 1,335.76	\$ 10,686.08
2.13	6' Diameter Manhole @ LS	1	EA	\$ 15,998.16	\$ 15,998.16
2.14	6' Diameter Manhole @ 10" Force Main Discharge Manhole with Raven Coating Applied	1	EA	\$ 12,699.66	\$ 12,699.66
2.15	4' Diameter Manhole	26	EA	\$ 8,385.37	\$ 218,019.62
2.16	4' Diameter Drop Manhole	2	EA	\$ 10,738.61	\$ 21,477.22
2.17	Raven Coating applied to Existing Manhole downstream of 6' Manhole at discharge to 10" Force Main	1	LS	\$ 792.00	\$ 792.00
2.18	1" ARV & Vault	2	EA	\$ 9,954.30	\$ 19,908.60
2.19	Remove Existing 1" ARV Vault	1	EA	\$ 2,500.00	\$ 2,500.00
2.20	Tie 21-inch Gravity line into Wet Well	1	LS	\$ 6,597.04	\$ 6,597.04
2.21	Bypass Pumping @ 450gpm for tie ins to wet well and	1	LS	\$ 11,000.00	\$ 11,000.00
2.22	24" CMP Removal & Replacement	40	LF	\$ 32.98	\$ 1,319.20
2.23	18" CMP Removal & Replacement	20	LF	\$ 32.99	\$ 659.80
2.24	Install 8" Standard Clean-Out	1	EA	\$ 3,396.77	\$ 3,396.77
2.25	Install Residential Wastewater Service to Existing Residential Septic Line & Demo Existing Septic System as noted on the Construction Plans	2	EA	\$ 6,597.01	\$ 13,194.02
2.26	Install Additional Wastewater Service per Owners at their directed location	3	EA	\$ 6,597.02	\$ 19,791.06

2.27	Concrete Driveway Removal & Replacement	75	SY	\$ 99.00	\$ 7,425.00
2.28	Asphalt Driveway Removal & Replacement	386	SY	\$ 49.50	\$ 19,107.00
2.29	Gravel Driveway Removal & Replacement	403	SY	\$ 22.56	\$ 9,091.68
2.30	Concrete Rip Rap Removal & Replacement	84	SY	\$ 99.00	\$ 8,316.00
2.31	Concrete Pavement Replacement	27	SY	\$ 99.00	\$ 2,673.00
2.32	Chain Link Fence Removal & Replacement	60	LF	\$ 109.95	\$ 6,597.00
2.33	Barbed Wire Fence Removal & Replacement	360	LF	\$ 18.33	\$ 6,598.80
2.34	Remove Tree	17	EA	\$ 549.75	\$ 9,345.75
2.35	CLFB Trench Backfill	6,305	LF	\$ 42.84	\$ 270,106.20
2.36	Topsoil, Seeding, Soil Retention Blanket	16,000	SY	\$ 7.43	\$ 118,880.00
	<b>SUBTOTAL WASTEWATER IMPROVEMENT</b>				<b>\$ 2,502,364.94</b>
	<b>TOTAL BASE BID =</b>				<b>\$ 2,729,603.91</b>

2.27	Concrete Driveway Removal & Replacement	75	SY	\$	\$
2.28	Asphalt Driveway Removal & Replacement	386	SY	\$	\$
2.29	Gravel Driveway Removal & Replacement	403	SY	\$	\$
2.30	Concrete Rip Rap Removal & Replacement	84	SY	\$	\$
2.31	Concrete Pavement Replacement	27	SY	\$	\$
2.32	Chain Link Fence Removal & Replacement	60	LF	\$	\$
2.33	Barbed Wire Fence Removal & Replacement	360	LF	\$	\$
2.34	Remove Tree	17	EA	\$	\$
2.35	CLFB Trench Backfill	6,305	LF	\$	\$
2.36	Topsoil, Seeding, Soil Retention Blanket	16,000	SY	\$	\$
<b>SUBTOTAL WASTEWATER IMPROVEMENTS</b>					\$
<b>TOTAL BASE BID =</b>					

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: Insurers Indemnity 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 Chaparral Road Wastewater Improvements (Bid Number 23-41) 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 7/10 Received ✓

Addendum No. 2 dated 7/15 Received ✓

Addendum No. 3 dated 7/17 Received ✓

Add 4 dated 8/17 Received ✓

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

By: [Signature]

Seal, if a Corporation

Director  
TITLE

3761 Bee Caves Road Suite 205  
MAILING ADDRESS

See above  
STREET ADDRESS

Austin, TX 78746  
CITY AND STATE

432-238-7406  
TELEPHONE NUMBER

## BID BOND

Bond No. CNB-42420-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Arguijo Corporation, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Killeen, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for  
Public Utility Project.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 10th day of August, 2023.

Principal:

Arguijo Corporation

By: [Signature]

(title)

(Seal)

Surety:

INSURORS INDEMNITY COMPANY

(Seal)

By: [Signature]

James H. Gilliland, Attorney-in-Fact







Phone: 877 816 2800

PO Box 32577  
Waco, Texas 76703-4200

## IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577  
Waco, TX 76703-4200  
Or  
225 South Fifth Street  
Waco, TX 76701

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 at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

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.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577  
Waco, TX 76703-4200  
O  
225 South Fifth Street  
Waco, TX 76701

Puede comunicarse con el 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:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

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 concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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.

## POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Number:** CNB-42420-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

James H. Gilliland of the City of Odessa, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

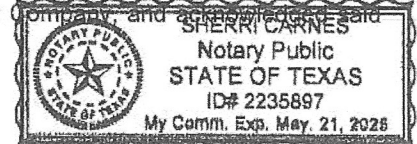
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 11<sup>th</sup> day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 10th day of August, 2023.

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT [BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).