



City of Killeen

Agenda City Council

Tuesday, October 11, 2016

Killeen City Hall
City Council Chambers
101 North College Street
Killeen, Texas 76541

IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL WORKSHOP MEETING

Call to Order and Roll Call

| | |
|-------------------------|--------------------|
| ___ Jose Segarra, Mayor | ___ Brockley Moore |
| ___ Shirley Fleming | ___ Jonathan Okray |
| ___ Gregory Johnson | ___ Juan Rivera |
| ___ Jim Kilpatrick | ___ Dick Young |

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

[MN-16-026](#) Consider Minutes of Regular City Council Meeting of September 27, 2016.

Attachments: [Minutes](#)

[MN-16-027](#) Consider Minutes of Special City Council Meeting of October 4, 2016.

Attachments: [Minutes](#)

[Memorandum for Record - Okray](#)

Resolutions

[RS-16-120](#) Consider a memorandum/resolution awarding Bid No. 16-11 for the procurement of supplies and materials needed for new services, repairs, and maintenance to the water distribution system.

Attachments: [Council Memorandum](#)

[Bid Tabulation](#)

[Certificate of Interested Parties](#)

[RS-16-121](#) Consider a memorandum/resolution authorizing the rejection of Bid No. 16-12 for the construction of Brookhaven/Rancier Hike & Bike Trail.

Attachments: [Council Memorandum](#)

[RS-16-122](#) Consider a memorandum/resolution awarding Bid No. 16-28 for renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Army Airfield to Unified Services of Texas, Inc.

Attachments: [Council Memorandum](#)

[Unified Services of Texas Bid](#)

[Contract](#)

[Certificate of Interested Parties](#)

[RS-16-123](#) Consider a memorandum/resolution approving Supplemental Agreement No. 3 to the professional services contract for engineering/design of the Army Radar Control Facility with Garver, LLC.

Attachments: [Council Memorandum](#)

[Supplemental Agreement No. 3](#)

[Certificate of Interested Parties](#)

[RS-16-124](#) Consider a memorandum/resolution awarding Bid No. 16-26 for the construction of a Runway End Identifier Light (REIL) system at Skylark Field to F&W Electrical Contractors, Inc.

Attachments: [Council Memorandum](#)

[F & W Electrical Contractors Bid](#)

[Contract](#)

[Certificate of Interested Parties](#)

[RS-16-125](#) Consider a memorandum/resolution appointing an Interim City Manager.

Attachments: [Council Memorandum](#)

Ordinances

[OR-16-020](#) Consider an ordinance to approve, for FY 17, suspension of compensation step increases for all city employees, including civil service employees. (Tabled from September 27, 2016 Regular City Council Meeting.)

Attachments: [Council Memorandum](#)

[Ordinance](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on October 7, 2016.

Dianna Barker, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

- GKCC Military Relations Council Social, October 26, 2016, 6:00 p.m., Big Hoss Barb-B-Que*
- GKCC Military Relations Council Luncheon, November 4, 2016, 11:30 a.m., Grace Christian Center*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-16-026 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of September 27, 2016
Type: Minutes **Status:** Minutes
File created: 9/27/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of September 27, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |

City of Killeen
Regular City Council Meeting
Killeen City Hall
September 27, 2016 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Jim Kilpatrick, Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young

Also attending were Interim City Manager Lillian Ann Farris, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Cole.

Carlos Lopez gave the invocation, and Councilmember Young led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro-Tem Moore to approve the agenda as written. Motion seconded by Councilmember Rivera. Councilmember Okray requested that PH-16-035 be moved up on the agenda to precede OR-16-020. The motion carried unanimously to approve the agenda and consider PH-16-035 prior to OR-16-020.

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the September 13th Regular City Council Meeting. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

Resolutions

RS-16-108 Consider a memorandum/resolution approving the investment report for the quarter ended June 30, 2016.

Staff comments: Susan Anderson, Valley View Consulting presented the June 30th report. Staff recommends that the City Council approve the investment report as presented for the quarter that ended June 30, 2016.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-108. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-109 Consider a memorandum/resolution approving the revised City of Killeen Investment Policy.

Staff comments: Susan Anderson, Valley View Consulting
The Investment Committee met and reviewed investment policy adjustments suggested by the City's Investment Advisor, Valley View Consulting. The primary adjustments were revisions needed to align the City's Investment Policy with statutory requirements. Staff recommends approval of the revised City of Killeen Investment Policy.

Motion was made by Councilmember Kilpatrick to approve RS-16-109. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-16-110 Consider a memorandum/resolution accepting a Texas Department of Transportation Routine Airport Maintenance Program (RAMP) Grant for Skylark Field.

Staff comments: Matthew Van Valkenburgh

TxDOT has offered to the City of Killeen a RAMP grant of \$15,000 for use at Skylark Field. This grant will be used to match an equal amount of airport enterprise funds to finance up to \$30,000 of airport maintenance expenses or minor capital improvements at Skylark Field. Staff recommends the City Council accept the TxDOT Routine Airport Maintenance Program grant, TxDOT Project No. M1709KILE, in the amount of \$15,000; adopt all assurances, statements, representations, covenants, and agreements incorporated into this grant agreement; and authorize the City Manager to execute the agreement as accepted by the City and the City Manager be expressly authorized to execute any and all amendments to the grant within the amounts set by state and local law.

Motion was made by Councilmember Fleming to approve RS-16-110. Motion was seconded by Councilmember Okray. Motion carried unanimously.

RS-16-111 Consider a memorandum/resolution accepting a Texas Department of Transportation Routine Airport Maintenance Program (RAMP) Grant for Killeen-Fort Hood Regional Airport.

Staff comments: Matthew Van Valkenburgh

TxDOT has offered to the City of Killeen a RAMP grant of \$50,000 for use at Killeen-Fort Hood Regional Airport. This grant will be used to match an equal amount of airport enterprise funds to finance up to \$100,000 worth of airport maintenance at Killeen-Fort Hood Regional Airport. Staff recommends the City Council accept the TxDOT Routine Airport Maintenance Program grant, TxDOT Project No. M1709FHOO, in the amount of \$50,000; adopt all assurances, statements, representations, covenants, and agreements incorporated into this grant agreement; and authorize the City Manager to execute the agreement as accepted by the City. The City Manager is expressly authorized to execute any and all amendments to the grant within the amounts set by state and local law.

Motion was made by Councilmember Okray to approve RS-16-111. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

RS-16-112 Consider a memorandum/resolution approving the Genesis Flight Academy, L.L.C. lease agreement extension at Skylark Field.

Staff comments: Matthew Van Valkenburgh

Staff has negotiated an addendum with the tenant that will extend the term by one additional year at a monthly rate of \$854.27.

Staff recommends City Council approve Addendum No. 2 to the Genesis Flight Academy, L.L.C. lease agreement, extending the lease for a duration of one year from October 1, 2016, through September 30, 2017, and authorize the City Manager to execute same.

Motion was made by Councilmember Kilpatrick to approve RS-16-112. Motion was seconded by Councilmember Young. Motion carried unanimously.

RS-16-113 Consider a memorandum/resolution approving Killeen-Fort Hood Regional Airport rental car lease agreement renewals.

Staff comments: Matthew Van Valkenburgh

Staff recommends City Council approve Addendum No. 1 to Checker Leasing, Inc., Addendum No. 1 to Clearwater Transportation, Ltd., Addendum No. 1 to EAN Holdings, LLC (Lease #1) d/b/a Enterprise Rent-A-Car Company, Addendum No. 1 to EAN

Holdings, LLC (Lease #2) d/b/a National Car Rental, and Addendum No. 1 to The Hertz Corporation Rental Car Company Lease Agreements, extending the term for a period of two years beginning October 1, 2016, and ending September 30, 2018, and to authorize the City Manager to execute same.

Motion was made by Councilmember Johnson to approve RS-16-113. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-16-114 Consider a memorandum/resolution approving Killeen-Fort Hood Regional Airport airline lease agreement extensions.

Staff comments: Matthew Van Valkenburgh

Staff has reviewed the current airline lease agreements and negotiated with representatives of the three airlines for extensions of their respective lease agreements. The addendums provide for the lease agreements to be extended by one year through September 30, 2017, at the current rate, with an option for an additional one year extension. Staff recommends City Council approve Addendum No. 3 to the American Airlines, Inc. lease agreement, Addendum No. 7 to the Delta Air Lines, Inc. lease agreement, and Addendum No. 3 to the United Airlines, Inc. lease agreement, extending all three airlines for a duration of one year from October 1, 2016, through September 30, 2017, and authorize the City Manager to execute same.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-114. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-115 Consider a memorandum/resolution approving an update to the City of Killeen Purchasing Manual.

Staff comments: Kathy Davis and Randy Jimenez

Support Services requested and consolidated feedback from City departments and generated an updated Purchasing Manual. Staff recommends that the City Council approve the updated Purchasing Manual dated October 2016.

Motion was made by Councilmember Rivera to approve RS-16-115. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 6 to 1 with Councilmember Johnson opposing.

RS-16-116 Consider a memorandum/resolution for fiber installation at Fire Station #9.

Staff comments: Tom Moore

Staff recommends that the City Council authorize the City Manager to use the JC Communications contract through the Bell County IT interlocal agreement for the completion of the City of Killeen FS #9 fiber project in an amount not to exceed \$65,000.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-116. Motion was seconded by Councilmember Okay. Motion carried unanimously.

RS-16-117 Consider a memorandum/resolution appointing members to various boards, commissions, and commissions' sub-committees.

Staff comments: Kathy Davis

Heritage Preservation Board (All Council)

| Current Member | Status | New Member | Comments | Termed Out? | Reappoint? |
|----------------|--------------|----------------|-----------------|-------------|-------------|
| Chian Chi | Term Expired | Michael DeHart | Member-at-Large | N | N |
| Michelle Lee | Term Expired | Leonard Mantey | | Y(8) | No Response |

Killeen Economic Development Committee - KEDC (All Council)

| Current Member | Status | New Member | Comments | Termed Out? | Reappoint? |
|----------------|--------------|---------------|-------------|-------------|------------|
| John Gilmore | Term Expired | John Gilmore | KIF Rep | N | Y |
| Charlie Watts | Term Expired | Charlie Watts | Chamber Rep | N | Y |

Council Member appointments:

Killeen Economic Development Committee - KEDC (All Council)

| Current Member | Status | New Member | Comments | Termed Out? | Reappoint? |
|----------------------|-------------------------|----------------|----------------|-------------|------------|
| Elizabeth Blackstone | Outgoing Council Member | Brockley Moore | Council Member | | |
| Scott Cospers | Outgoing Council Member | Jose Segarra | Council Member | | |

It is recommended that the City Council appoint the above new member individuals to fill vacancies and expired terms.

Motion was made by Councilmember Okray to approve RS-16-117. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-118 Consider a memorandum/resolution for a City/Owner Agreement to oversize public drainage infrastructure within the Cospers Ridge Estates, Phase Five Subdivision.

Staff comments: David Olson

The developer of the Cospers Ridge Estates, Phase Five Subdivision, has requested that the City of Killeen materially participate to increase the size of certain public infrastructure. The developer submitted a project proposal for oversizing a storm conduit and a downstream channel for regional benefit within the development. The proposed City/Owner Agreement addresses the completion of selected drainage improvements in the subdivision with ultimate public dedication. Staff recommends that the City Council agree to participate in oversizing public drainage infrastructure within the Cospers Ridge Estates, Phase Five Subdivision, and to authorize the Interim City Manager to execute a City/Owner Agreement for these public improvements.

Pedro Quintero, representative of the client, 415 E. Ave D - Spoke in favor of the request and requested the Council grant the reimbursement to the developer for using oversized drainage pipes.

Motion was made by Councilmember Kilpatrick to approve RS-16-118. Motion was seconded by Councilmember Fleming. Motion carried 5 to 2 with Councilmember Young and Councilmember Okray opposing.

PH-16-035 HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

This ordinance is a cleanup budget amendment ordinance for FY 2016.

Staff recommends that the City Council approve this ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services.

Mayor Segarra opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Okray to conduct two votes, one for the General Fund 442-40-05 account(full time salaries account) and one for the rest of the amendments. Motion was seconded by Councilmember Young. After discussion, Councilmember Okray withdrew his motion and Councilmember Young withdrew his second.

Motion was made by Councilmember Okray to approve PH-16-035 as presented. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Ordinances

OR-16-020 Consider an ordinance to approve, for FY 17, suspension of compensation step increases for all city employees, including civil service employees.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, SUSPENDING THE COMPENSATION STEP INCREASES OF ALL EMPLOYEES FOR FY 17; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

Staff comments: Eva Bark

The City Council adopts the pay plan for all employees, which establishes the salary of all city employees. This ordinance will approve a suspension of compensation step increases for all city employees in FY 17. The suspension will be effective October 1, 2016. The approval of the ordinance authorizes the use of the 2016-2017 pay plan, with no employee movement across. It is recommended that the City Council approve this ordinance, suspending compensation step increases for all city employees, including each classification in the City of Killeen Fire and Police Department, as provided in the previously-approved pay plan.

Fire Fighter Marc Clifford, 1006 San Antonio Street, requested to address the Council.

Mr. Clifford spoke against the request to suspend the Step increases and feels doing so could cause more fire fighters to resign.

Motion was made by Councilmember Kilpatrick to table this item and place it on a future workshop agenda for further discussion. Motion was seconded by Councilmember Rivera. Motion carried 4 to 3 with Councilmember Young, Councilmember Johnson, and Councilmember Fleming opposing.

Public Hearings

PH-16-034A HOLD a public hearing and consider an ordinance to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Rural' to 'Suburban Commercial' (FLUM# Z16-16) for approximately 11 acres, being part of the T. Robinett Survey, Abstract No. 686. The property is addressed as 3901 and 4001 Robinett Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'RURAL' TO 'SUBURBAN COMMERCIAL' FOR APPROXIMATELY 11 ACRES, BEING PART OF THE T. ROBINETT SURVEY, ABSTRACT NO. 686, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

PH-16-034B HOLD a public hearing and consider an ordinance requested by Thayne and Rikki Bright (Case #Z16-16) to rezone approximately 11 acres, being part of the T. Robinett Survey, Abstract No. 686, from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) for prospective commercial uses. The property is addressed as 3901 and 4001 Robinett Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM A-R1 (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-3 (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The Planning and Zoning Commission recommended approval of the applicant's request for an amendment of the Future Land Use Map (FLUM) from 'Rural' to 'Suburban Commercial' by a vote of 4 to 0.

The staff notified sixteen (16) surrounding property owners regarding this request. Staff has received one response in opposition from the owner of 4101 Janelle Court.

The Planning & Zoning Commission recommended approval of "B-3" zoning by a vote of 4 to 0.

Mayor Segarra opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Rivera to approve PH-16-034A&B. Motion was seconded by Mayor Pro-Tem Moore. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Councilmember Rivera, and unanimously approved, the meeting was adjourned at 6:12 p.m.



City of Killeen

Legislation Details

File #: MN-16-027 **Version:** 1 **Name:** Minutes of Special City Council Meeting of October 4, 2016
Type: Minutes **Status:** Minutes
File created: 10/5/2016 **In control:** City Council Workshop
On agenda: 10/11/2016 **Final action:**
Title: Consider Minutes of Special City Council Meeting of October 4, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Memorandum for Record - Okray](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Killeen
Special City Council Meeting
Killeen Utility Collection Conference Room
October 4, 2016 at 7:58 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Jim Kilpatrick, Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young

Also attending were Interim City Manager Lillian Ann Farris, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Cole.

Approval of Agenda

Motion was made by Mayor Pro-Tem Moore to approve the agenda as written. Motion seconded by Councilmember Young. The motion carried unanimously.

Resolutions

RS-16-119 Consider a memorandum/resolution relieving Assistant City Manager for Internal Services of the temporary duties of Interim City Manager and consider other options for Interim City Manager services.

Motion was made by Councilmember Young to approve RS-16-119, considering a memorandum/resolution relieving Assistant City Manager for Internal Services of the temporary duties of Interim City Manager. Motion was seconded by Councilmember Kilpatrick. Motion carried 4 to 3 with Councilmember Rivera, Mayor Pro-Tem Moore, and Councilmember Okray opposing.

Councilmember Okray made a statement for the record. See attached.

Motion was made by Councilmember Kilpatrick to make October 10, 2016 the effective date for relieving Dr. Farris of the duties of Interim City Manager. Motion was seconded by Councilmember Young. Motion carried 5 to 2 with Mayor Pro-Tem Moore and Councilmember Okray opposing.

The Council directed Human Resources Director Eva Bark to search within the City of Killeen for a replacement Interim City Manager.

Adjournment

With no further business, upon motion being made by Councilmember Rivera, seconded by Councilmember Young, and unanimously approved, the meeting was adjourned at 8:12 p.m.

MEMORANDUM FOR RECORD

RS-16-119, 10/4/16

I do not support this consideration that proposes to relieve Dr. Farris, primarily because of a three-fold reason. First, Dr. Farris has provided the most comprehensive view of our city in my time as a member of council. She provided the view from the appropriate place, as Interim City Manager, better than the preceding City Manager who evidently preferred a piece-mill approach of conducting the business of our city, the approach evident and spanning multiple fiscal years culminating in our recent and visible predicament.

Second, the idea of replacing Dr. Farris is unfunded in the FY16-17 Budget. Replacing the Interim City Manager at any time before the appointment of a permanent City Manager was not an item of consideration discussed during the budget process or is within the scope of the City Manager search. A side note of the FY16-17 Budget is that this was the first Budget process I have been involved in, which council did not utilize an 'all or nothing approach' of preceding budgets but rather voted separate and major pieces of the budget before unanimously voting to approve the FY16-17 Budget.

Third, the proposal to relieve Dr. Farris is a short-term solution, paralleling the long-term goal to appoint a permanent City Manager. I am not willing to get sidetracked in the method agreed to by majority council. Considering to relieve Dr. Farris essentially means hiring someone temporarily and paying them, minimally, the daily rate of the current City Manager's contract that is in force, plus travel (I estimate a \$450-489 daily base rate without travel). I am not in favor of this approach or of responding and in a callous and frivolous manner with public funding. I also realize, from my experience, that our city may function without a governing body but it may not, by charter, function without a City Manager carrying out those functions that are necessary to delivering various municipal services, for even one hour. I am not part or parcel to the movement that will invariably inhibit or cripple the ability to provide adequate municipal services neither am willing to take a gamble with fiduciary responsibility to hire someone out of a pool that does not guarantee their skills, knowledge, and abilities, as the process to locate and verify candidates for permanent City Manager.

As stated previously, this consideration is outside of the scope of the search for a permanent City Manager. As the Assistant City Manager for Internal Services, Dr. Farris provides oversight of Internal Services. That is a fact. However, when the fact is put into proper perspective, at no time before her appointment as Interim City Manager, was Dr. Farris the ultimate or final authority of the City of Killeen organizational structure. That is by charter the sole responsibility of the City Manager. It is highly regrettable, awful, horrible, and terrible that the characterization of Dr. Farris' performance as the Interim City Manager has been conflated, mischaracterized, and repeatedly misrepresented. It has been a constant and concerted effort of exploitation and misappropriation of fact.

This consideration is not a prudent course of action in light of the current search for a permanent City Manager. Haste makes waste; I do not rush to make decisions of magnitude and will not act frivolously or irresponsibly with peoples' money or in matters requiring sound ethical character and principle.

Jonathan L. Okray


Councilmember at-Large



City of Killeen

Legislation Details

File #: RS-16-120 **Version:** 1 **Name:** Bid 16-11 Water Supply Items
Type: Resolution **Status:** Resolutions
File created: 8/30/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 16-11 for the procurement of supplies and materials needed for new services, repairs, and maintenance to the water distribution system.
Sponsors: Water & Sewer
Indexes: Water Division Supply Items
Code sections:
Attachments: [Council Memorandum](#)
[Bid Tabulation](#)
[Certificate of Interested Parties](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Bid Recommendation - Bid No. 16-11 - Water Supply Items

ORIGINATING DEPARTMENT

Public Works - Water & Sewer Services

BACKGROUND INFORMATION

Notice was advertised Sunday, July 17, 2016, and Sunday, July 24, 2016, in the Killeen Daily Herald that the City of Killeen will receive sealed bids for the annual contract for water supply items. These items are used by the Water Division throughout the year to operate and maintain the water distribution system. On Wednesday August 10, 2016, at 2:00 p.m. bids were opened and read aloud in the City Hall Council Chambers.

DISCUSSION/CONCLUSION

At the close of the bidding process, the following seven bids were received:

| Bidders | Total Price |
|--|------------------------|
| ACT Pipe & Supply | 561,111.98 |
| Thirkettle Corp. dba Aqua Metric Sales Co. | 118,999.00 partial bid |
| Ferguson Waterworks | 543,989.02 |
| Fortiline Waterworks | 344,475.00 partial bid |
| HD Supply Waterworks | 540,248.52 |
| National Meter and Automation, Inc. | 513,930.00 partial bid |
| Zenner Performance Meters, Inc. | 125,857.00 partial bid |

Please see the attached agenda item (Bid 16-11 tabulation) for an itemized list of all supply items with the corresponding bid submissions received per vendor. The recommended vendors for specific items are highlighted in yellow. ACT Pipe & Supply and HD Supply Waterworks submitted identical bids on nine items. Due to quicker delivery times and better customer service, the Water and Sewer Materials Manager recommends the award of these nine items to ACT Pipe & Supply whose distribution warehouse is in Temple, Texas.

FISCAL IMPACT

The anticipated annual cost of the warehouse supply items is approximately \$315,000 and will be charged to 550-0000-120.09-00, 550-3410-436.60-65, 550-3410-436.60-70, and 550-3410-436.60-75.

RECOMMENDATION

Staff recommends that the following vendors are awarded the corresponding bids and that the Interim City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Section 1

Items 1 - 2: Ferguson Waterworks is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to Ferguson Waterworks.

Items 3 - 10: ACT Pipe and Supply is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to ACT Pipe & Supply.

Section 2

Items 1 & 3: Zenner Performance Meters Inc. is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to Zenner Performance Meters Inc.

Items 2 & 4: Thirkettle Corporation dba Aqua Metric Sales Company is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to Thirkettle Corporation dba Aqua Metric Sales Company.

Item 5: ACT Pipe and Supply is the lowest bidder on this item. They met all bid requirements. Staff recommends that this item be awarded to ACT Pipe & Supply.

Section 3

Items 1, 3, 9, & 10: HD Supply Waterworks is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to HD Supply Waterworks.

Items 2, 4-8, 12, 13, 15, 16, & 19: ACT Pipe and Supply is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to ACT Pipe and Supply.

Items 11, 14, 17 & 18: Ferguson Waterworks is the lowest bidder on these items. They met all bid requirements. Staff recommends that these items be awarded to Ferguson Waterworks.

| Section 1 Items | Qty. | U.O.M. | ACT Pipe & Supply | Ferguson Waterworks | HD Supply Waterworks |
|---------------------------------------|--------|--------|-------------------|---------------------|----------------------|
| 1. ¾" Endopure Poly Tubing/300' Rolls | 10,200 | Ea. | 0.23 | 0.17 | 0.23 |
| 2. 1" Endopure Poly Tubing/300' Rolls | 30,000 | Ea. | 0.38 | 0.29 | 0.39 |
| 3. 3" Fire Hydrant | 5 | Ea. | 1,283.11 | 1,421.72 | 1,378.19 |
| 4. 3 ½" Fire Hydrant | 5 | Ea. | 1,314.37 | 1,456.57 | 1,411.98 |
| 5. 4" Fire Hydrant | 5 | Ea. | 1,368.61 | 1,490.97 | 1,445.32 |
| 6. 4 ½" Fire Hydrant | 5 | Ea. | 1,376.89 | 1,525.82 | 1,479.11 |
| 7. 5" Fire Hydrant | 5 | Ea. | 1,429.90 | 1,560.22 | 1,512.45 |
| 8. 5 ½" Fire Hydrant | 5 | Ea. | 1,439.40 | 1,595.07 | 1,546.24 |
| 9. 6" Fire Hydrant | 2 | Ea. | 1,470.66 | 1,629.48 | 1,579.59 |
| 10. 7" Fire Hydrant | 2 | Ea. | 1,533.18 | 1,698.73 | 1,646.72 |

| Section 2 Items | Qty. | U.O.M. | ACT Pipe & Supply | Thirkettle Corp. dba Aqua Metric Sales Co. | Ferguson Waterworks | HD Supply Waterworks | National Meter and Automation Inc. | Zenner Performance Meters, Inc. |
|---|-------|--------|-------------------|--|---------------------------------|----------------------|------------------------------------|---------------------------------|
| 1. 5/8 x ¾" Positive displacement residential meters (threaded) | 2,500 | Ea. | 43.34 | accuSTREAM -37.00 SRII - 63.15 | comp. - 38.00 bronze - 50.50 | 36.30 | Polymer - 39.50 MLP - 44.00 | 34.08 |
| 2. 1" Positive displacement meters (threaded) | 100 | Ea. | 118.94 | accuSTREAM -82.75 SRII - 133.50 | 122.00 | 97.89 | Polymer - 84.00 M55 - 122.00 | 82.88 |
| 3. 1 ½" Positive displacement meters with flange ends | 20 | Ea. | 445.57 | OMNI R2 - 379.20 | 363.60 | 273.68 | 289.00 | 223.24 |
| 4. 2" Compound meters with flange ends | 20 | Ea. | 1,132.25 | OMNI R2 - 532.00 | Vertical Turbine 588.90 | 1,031.58 | 1,260.00 | 1,395.21 |
| 5. Small Plastic Water Meter Box D1300 STD plastic, rectangular, black box with black plastic lid and plastic reader 12" x 17" x 12" or 12" H x 12 5/16" W x 17 9/16" L | 2,000 | Ea. | 13.51 | accuSTREAM -37.00 SRII - 63.15 | 15.00 | 13.65 | Polymer - 39.50 MLP - 44.00 | 34.08 |

| Section 3 Items | Qty. | U.O.M. | ACT Pipe & Supply | Ferguson Waterworks | Fortiline Waterworks | HD Supply Waterworks | National Meter and Auto. Inc. |
|---|-------|--------|-------------------|---------------------|----------------------|----------------------|-------------------------------|
| 1. 6" x ¾" C-900 Hinged Tapping Saddle with cc Thread | 300 | Ea. | 31.66 | 32.08 | 33.00 | 31.65 | 35.00 |
| 2. 6" x 1" C-900 Hinged Tapping Saddle with cc Thread | 1,500 | Ea. | 31.64 | 32.08 | 33.00 | 31.66 | 35.00 |
| 3. 8" x ¾" C-900 Hinged Tapping Saddle with cc Thread | 200 | Ea. | 44.33 | 44.89 | 46.00 | 44.32 | 49.00 |
| 4. 8" x 1" C-900 Hinged Tapping Saddle with cc Thread | 500 | Ea. | 44.33 | 44.89 | 46.00 | 44.33 | 49.00 |
| 5. ¾" Ball Angle Stop Reduced Port Q-nut compression by Meter Nut w/Lock Wing | 2,000 | Ea. | 28.21 | 29.57 | 30.50 | 28.21 | 33.50 |
| 6. ¾" x 5/8" x 2 ½" Meter Coupling | 2,500 | Ea. | 6.18 | 5.98 | 6.50 | 6.18 | 7.50 |
| 7. ¾" x ¾" x 1" Tee (Q-nut compression) | 1,000 | Ea. | 29.91 | 29.46 | 31.00 | 29.91 | 35.50 |
| 8. ¾" Corp. stop (ball valve) Q-nut by cc Thread Male | 500 | Ea. | 30.73 | 31.10 | 33.00 | 30.73 | 36.25 |

CITY COUNCIL MEMORANDUM

PAGE 2

| | | | | | | | |
|---|-------|-----|--------|--------|--------|--------|--------|
| 9. 1" Corp. Stop (ball valve) Q-nut by cc Thread Male | 1,500 | Ea. | 40.42 | 40.92 | 43.00 | 40.41 | 47.50 |
| 10. 2" Corp. Stop (ball valve) Q-nut by cc Thread Male | 75 | Ea. | 149.82 | 152.71 | 161.00 | 149.81 | 175.00 |
| 11. 2" Angle Stop (ball valve) Q-nut by 2" Meter Flange w/Lock Wing | 75 | Ea. | 211.87 | 201.35 | 210.00 | 211.86 | 250.00 |
| 12. 1" Angle Stop Ball Valve Q-nut Compression by 1" Meter Nut w/Lock Wing | 50 | Ea. | 57.35 | 58.49 | 81.00 | 57.35 | 82.50 |
| 13. 1 1/2" Corp. Stop (ball valve) Q-nut by cc Thread Male | 25 | Ea. | 72.35 | 92.34 | 101.00 | 90.58 | 108.00 |
| 14. 1 1/2" Angle Stop (ball valve) Q-nut by 1 1/2" Meter Flange w/Lock Wing | 25 | Ea. | 166.90 | 157.97 | 185.00 | 166.90 | 200.00 |
| 15. 3/4" Stainless Steel Inserts | 3,000 | Ea. | 0.98 | 1.00 | 1.25 | 0.98 | 1.20 |
| 16. 1" Stainless Steel Inserts | 5,000 | Ea. | 1.04 | 1.08 | 1.50 | 1.04 | 1.25 |
| 17. 3/4" 3 Part Union Q-nut Compression Ends | 200 | Ea. | 12.58 | 12.02 | 13.00 | 12.58 | 14.00 |
| 18. 1" 3 Part Union Q-nut Compression Ends | 150 | Ea. | 14.39 | 13.11 | 15.00 | 14.38 | 16.00 |
| 19. 3/4" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing | 250 | Ea. | 27.69 | 28.97 | 34.00 | 27.69 | 36.50 |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Aqua Metric Sales Company
 Schertz, TX United States

Certificate Number:
 2016-109465

Date Filed:
 09/08/2016

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

City of Killeen Water & Sewer

Date Acknowledged:

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

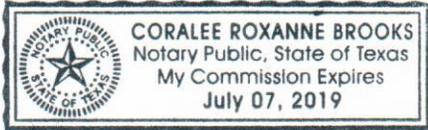
Bid 16-11
 Water & Sewer Supply Items - Provide Water Meter Product to the City as per Bid Number 16-11

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Aqua Metric Sales Company | Schertz, TX United States | | X |
| | Cartwright, Michael | Schertz, TX United States | | X |
| | Segarra, Kristy | Schertz, TX United States | | X |
| | | | | |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



K. Segarra
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kristy Segarra, this the 8th day of September 20 16, to certify which, witness my hand and seal of office.

Coralee Brooks Signature of officer administering oath
Coralee Brooks Printed name of officer administering oath
Notary Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ferguson Enterprises, Inc
 Killeen, TX United States

Certificate Number:
 2016-108827

Date Filed:
 09/07/2016

Date Acknowledged:

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

City of Killeen, Texas

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

Bid No. 16-11
 meters, meter boxes, service brass

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



James Green

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said authorized agent - James Green, this the 7th day of September 2016, to certify which, witness my hand and seal of office.

Kristen Hernandez

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-112963

Date Filed:
09/16/2016

Date Acknowledged:

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

HD Supply Waterworks LTD
Houston, TX United States

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

City of Killeen

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

16-11
Water Meter / Water Sewer

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jeanie Hruska, this the 16th day of September 20 16, to certify which, witness my hand and seal of office.

[Handwritten Signature] Jeanie Hruska Inside Sales
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-108902

Date Filed:
09/07/2016

Date Acknowledged:

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

Zenner Performance Meters, Inc.
Addison, TX United States

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

City of Killeen Water & Sewer

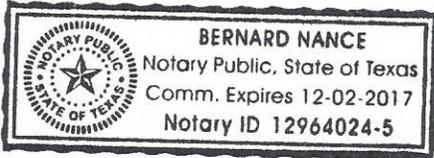
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid 16-11
Provide Water Meters

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Sanders, Richard | Addison, TX United States | | X |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Richard Sanders

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Sanders, this the 7th day of September, 20 16, to certify which, witness my hand and seal of office.

Bernard Nance
Signature of officer administering oath

Bernard Nance
Printed name of officer administering oath

Manager of Marketing
Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-121 **Version:** 1 **Name:** Brookhaven/Rancier H&B Trail
Type: Resolution **Status:** Resolutions
File created: 9/1/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the rejection of Bid No. 16-12 for the construction of Brookhaven/Rancier Hike & Bike Trail.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |

CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE THE REJECTION OF BID NO. 16-12 FOR THE CONSTRUCTION OF THE BROOKHAVEN/RANCIER HIKE & BIKE TRAIL.

ORIGINATING DEPARTMENT

PUBLIC WORKS - TRANSPORTATION DIVISION

BACKGROUND INFORMATION

On August 1, 2014, the Killeen-Temple Metropolitan Planning Organization (KTMPO) issued a Call for Projects (CFP) to utilize federal funding available through the Transportation Alternatives Program (TAP). The TAP replaces several programs such as Transportation Enhancements (TE), Recreational Trails, Safe Routes to Schools and several other discretionary programs, wrapping them into a single funding source.

On September 11, 2014, the City Manager submitted a letter to the Killeen Independent School District (KISD) requesting partnership by contributing 10% of the project construction cost. Under the program rules, entities choosing to submit applications rank higher if they have a partnership.

On October 7, 2014, the City Council authorized the City Manager to submit a TAP application for sidewalk projects (CCM/R 14-136R). On October 10, 2014, the City of Killeen submitted an application to the KTMPO requesting \$548,158 for the TAP Call for Projects. On November 19, 2014, the City of Killeen was awarded \$250,000 for the Brookhaven/Rancier Hike and Bike Trail.

DISCUSSION/CONCLUSION

The City advertised for bids on July 17, July 24, and July 31, 2016. On August 17, 2016, bids were opened and read aloud for the construction of the project. There were four (4) responsible bids submitted for the project: Choice Builders, LLC, of Temple, in the amount of \$636,777.84; National Native American Construction, Inc. (NNAC, Inc.), of Killeen, in the amount of \$778,332.09; TTG Utilities, LP, of Gatesville, in the amount of \$813,421.52; and Jimmy Evans Company, of Austin, in the amount of \$984,904.30. Of the responsible bidders, two (2) were responsive: Choice Builders, LLC and TTG Utilities, LP; the other two (2) bidders failed to include the FHWA 1273 acknowledgement in their bids.

The Texas Department of Transportation (TxDOT) notified the City of Killeen staff on September 9, 2016, after the bid opening, that a required form, the Federal Project Authorization and Agreement (FPAA), was not acquired prior to the advertisement for bids. The FPAA must be requested from the Federal Highway Administration (FHWA) by TxDOT. The primary function of this form is to obligate federal funds for the project. When TxDOT enters into the agreement with FHWA, they will then send a state Letter of Authorization (LOA) to the City. The City must have an LOA and a FPAA signed by FHWA prior to advertising projects with federal funding.

Because of this oversight, the project will re-advertised and re-bid. The first step in this project is to reject Bid No. 16-12. The cost associated with this action is \$710.79 for new advertising expenses.

FISCAL IMPACT

The total fiscal impact for this action is \$710.79. Funding is available in the Child Safety Fund, Brookhaven Sidewalk account, 248-3446-434.63-50, which has an available amount of \$334,172.61, leaving a balance of \$333,461.82 after the expenditure.

RECOMMENDATION

City staff recommends the City Council authorize rejection of Bid No. 16-12 for the Brookhaven/Rancier Hike & Bike Trail project.



City of Killeen

Legislation Details

File #: RS-16-122 **Version:** 1 **Name:** Contract - Unified Services of Texas, Inc.
Type: Resolution **Status:** Resolutions
File created: 9/19/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 16-28 for renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Army Airfield to Unified Services of Texas, Inc.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Unified Services of Texas Bid Contract](#)
[Certificate of Interested Parties](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Bid Recommendation - Bid No. 16-28 -
Contract with Unified Services of Texas, Inc.
for Renovation of the Army Radar Approach
Control (ARAC) Building at Robert Gray Army
Airfield**

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

The City of Killeen has been awarded and the City Council approved acceptance of a Defense Economic Adjustment Assistance Grant (DEAAG) from the State of Texas for the repair and rehabilitation of the Army Radar Approach Control (ARAC) facility located on Robert Gray Army Airfield (RGAAF). The ARAC houses equipment which enables qualified personnel to control all aircraft within a sixty (60) mile radius of RGAAF. More importantly, this facility directly controls the restricted airspace and military operating areas around Fort Hood that permit the training of its troops, including necessary live-fire training and unmanned aerial systems operations. Without this facility, Fort Hood would be unable to meet its power projection mission, its training mission, or its Army aviation mission. Equally, without the ARAC, the KFHR would not function as the region's premier commercial service airport.

DISCUSSION/CONCLUSION

To complete the construction component of this repair and renovation, the City released a request for competitive sealed bids with construction documents for review by potential contractor. The project was advertised in the Killeen Daily Herald, the City, Demand Star, Texas Electronic State Business Daily, and ION Wave websites. A pre-bid meeting was held on September 1 to allow prospective bidders to view the site and ask questions germane to the project. On Thursday, September 15, at 2:15 PM, bids were opened; the seven bids received are summarized in the following table:

| Bidder | Base Bid1 | Base Bid2 | Base Bid3 | Add Alt1 | Add Alt2 | Add Alt3 | Add Alt4 | Total |
|--------------------------------------|----------------|-----------|-----------|----------|----------|----------|----------|----------------|
| Allbrite Constructors of Texas, Inc. | \$2,030,000 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$2,417,000 |
| ASD Consultants, Inc. | \$2,100,000 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$2,487,000 |
| RKJ Construction Inc. | \$2,631,000 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$3,018,000 |
| Ross Group Construction Corp. | \$2,582,110 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$2,969,110 |
| Sanchez Painting & Construction | \$1,937,500 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$2,324,500 |
| Unified Services of Texas, Inc. | \$1,669,630 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$2,056,630 |
| Vision Construction Co. Inc. | \$2,974,680.27 | \$272,000 | \$14,000 | \$26,000 | \$63,000 | \$6,000 | \$6,000 | \$3,361,680.27 |

The bids were evaluated by representatives of Garver, LLC on behalf of staff. It was determined the bid from Unified Services of Texas, Inc. of Southlake, TX, in the amount \$2,056,630 is lowest responsive and responsible bid for this project. The engineer's original estimate of cost for the construction phase of the project was \$2,656,055.

FISCAL IMPACT

Funding for this project is available in the DEAAG Project account number 528-0505-521.57-81. The remaining balance in this account prior to the deduction of this project is \$3,696,733.

RECOMMENDATION

City Council award a construction contract for the repair and rehabilitation of the ARAC to Unified Services of Texas, Inc. in the amount of \$2,056,630. Additionally, that it authorize the City Manager to execute all necessary contract documents and all change orders or supplemental agreements for the project within the amounts set by state and local law.

010480 - BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

| Spec. Section | Description | Completed* |
|----------------------|---|-------------------------------------|
| 010400 | Acknowledgement of All Addenda | <input checked="" type="checkbox"/> |
| | Bid contains the following forms: | |
| 010200 | 1. Insurance Coverages (Current Auto and Liability Insurance) | <input checked="" type="checkbox"/> |
| 010300 | 2. Bid Bond | <input checked="" type="checkbox"/> |
| 010400 | 3. Proposal | <input checked="" type="checkbox"/> |
| 010420 | 4. Statement of Bidder's Qualifications | <input checked="" type="checkbox"/> |
| 010440 | 5. List of Proposed Subcontractors | <input checked="" type="checkbox"/> |
| 010470 | 6. Bidders Certifications | <input checked="" type="checkbox"/> |
| 010900 | 7. Compliance with Davis Bacon Wage Rates | <input checked="" type="checkbox"/> |
| GTC | 8. Conflict of Interest Questionnaire (Form CIQ) | <input checked="" type="checkbox"/> |

*Check when filled out, signed, and included with submission of bid packet.

Within three (3) days after Recommendation of Award:

Bidder acknowledges that within three (3) days after being issued a Recommendation of Award, Successful Contractor is required to complete the following.

- | | |
|--------|--|
| 010600 | 1. Contract (executed) |
| | 2. Texas Ethics Commission Certificate of Interested Parties (Form 1295) |

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

- | | |
|--------|--|
| 010700 | 1. Performance Bond |
| 010720 | 2. Payment Bond |
| 010800 | 3. Completed Certificates of Insurance |

Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

| | |
|------------------------|---|
| Seal (if incorporated) | Bidder Name: <u>Unified Services of Texas, Inc.</u> |
| | Address: <u>2110 Greenbriar Dr.</u> |
| | City, State, Zip Code: <u>Southlake, TX 76092</u> |
| | Contact Name: <u>Christopher Roach</u> |
| | Title: <u>Division Manager</u> |

Contact Number: (817) 307-1960

Contact Email: croach@ustgc.com

Signature of Authorized Agent for Bidder:

Tricia M Stefanko

Date:

9/15/16



City of Killeen

ADDENDUM NO. 1 for Bid 16-28

Renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Army Airfield

**BID CLOSING DATE: September 15th, 2016, @ 2:00 p.m.
Today's date: August 25th, 2016.**

The following questions have been presented. Answers follow in *italics*.

Q: What is the estimated project value or budget?

A: The budget for this project will not be released.

Q: Does this project request any Union Labor requirements?

A: There are no Union Labor requirements on this project.

Q: What is the start or end date for the construction?

A: Construction is anticipated to commence in October 2016 and shall be completed within 311 calendar days.

Q: How many stories does this building project involve?

A: The ARAC facility is a one-story building.

Q: The bid packet states that each bidder shall visit the site, but the site is on a secured military installation. Will there be a set site visit or how do we schedule to inspect the site?

A: The Pre-bid Meeting on September 1, 2016 at 10:00am will include a site visit.

Please acknowledge receipt of Addendum No. 1 by signing below and returning to the Purchasing Office in your packet.

Bidder's Initials

Page 1 of 2



City of Killeen

ADDENDUM NO. 2 for Bid 16-28

Renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Army Airfield

BID CLOSING DATE: September 15th, 2016, @ 2:00 p.m.
Today's date: August 25th, 2016.

The following questions have been presented. Answers follow in italics.

Q: Is there a plans holders list for this bid?

A: *The information requested can be found on our City's website www.killeentexas.gov/purchasing scroll down to Bid 16-28 for the plan holders list*

Additionally, there are many more questions for Bid 16-28.

Please see the City's website www.killeentexas.gov/purchasing and scroll down to Bid 16-28 Addendum 2 Continued for additional questions, Pre-Bid Meeting sign in sheet, and Pre-Bid Meeting minutes.

Please acknowledge receipt of Addendum No. 2 by signing below and returning to the Purchasing Office in your packet.

Randy Jimenez

Digitally signed by Randy Jimenez
DN: cn=Randy Jimenez, o=City of Killeen, email=rajimenez@killeentexas.gov, c=US
Date: 2016.08.25 16:30:44 -0500

Randy Jimenez
Purchasing Manager

Acknowledgement:

Signature: Tricia M Stefaniko

Print Name: Tricia Stefaniko

Title: Vice President

Company: Unified Services of Texas, Inc.

Date: 9/15/2016

TS
Bidder's Initials



City of Killeen

ADDENDUM NO. 3 for Bid 16-28

Renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Army Airfield

BID CLOSING DATE: September 15th, 2016, @ 2:00 p.m.
Today's date: SEPTEMBER 12th, 2016.

The following questions have been presented. Answers follow in *italics*.

Please see the City's website www.killeentexas.gov/purchasing and scroll down to Bid 16-28 Addendum 3 Continued for questions and additional information.

Please acknowledge receipt of Addendum No. 3 by signing below and returning to the Purchasing Office in your packet.

Randy Jimenez

Digitally signed by Randy Jimenez
DN: cn=Randy Jimenez, o, ou,
email=rjimenez@killeentexas.gov, c=US
Date: 2016.09.12 10:35:43 -05'00'

Randy Jimenez
Purchasing Manager

Acknowledgement:

Signature: Tricia M. Stefanho

Print Name: Tricia Stefanho

Title: Vice President

Company: Unified Services of Texas, Inc.

Date: 9/15/2016

MS

Bidder's Initials
Page 1 of 1

Randy Jimenez

Digitally signed by Randy Jimenez
DN: cn=Randy Jimenez, o, ou,
email=rjimenez@killeen.texas.gov, c=US
Date: 2016.08.25 12:34:19 -0500'

Randy Jimenez
Purchasing Manager

Acknowledgement:

Signature: Tricia M. Stepanko

Print Name: Tricia Stepanko

Title: Vice President

Company: Unified Services of Texas, Inc.

Date: 9/15/2016



Bidder's Initials
Page 2 of 2



CERTIFICATE OF LIABILITY INSURANCE

UNIFI-1

OP ID: BT

DATE (MM/DD/YYYY)

02/17/16

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 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).

| PRODUCER Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Chris Monroe, CIC | 817-640-5035 817-640-0131 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | FAX (A/C, No): | | | | | | | | | | | | | |
|---|--|--|--|-------------------------------|--------|--|-------|---|-------|---|-------|---|-------|-------------|--|-------------|
| | INSURED Unified Services of Texas Marshall Ryan 2110 Greenbriar Dr. Southlake, TX 76092 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Co.</td> <td>22945</td> </tr> <tr> <td>INSURER C : Allied Property & Casualty</td> <td>42579</td> </tr> <tr> <td>INSURER D : Mid-Continent Casualty Co.</td> <td>23418</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Admiral Insurance Company | 24856 | INSURER B : Texas Mutual Insurance Co. | 22945 | INSURER C : Allied Property & Casualty | 42579 | INSURER D : Mid-Continent Casualty Co. | 23418 | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | |
| INSURER A : Admiral Insurance Company | 24856 | | | | | | | | | | | | | | | |
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| INSURER E : | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | |

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---|----------|-------------------|-------------------------|-------------------------|---|---------------|
| A | GENERAL LIABILITY | | | FEIECC1325403 | 02/24/16 | 02/24/17 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input checked="" type="checkbox"/> Pollution Liab | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> Professional Liab | | | GENERAL AGGREGATE | \$ 2,000,000 | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-FECT <input type="checkbox"/> LOC | | | | | | | \$ |
| C | AUTOMOBILE LIABILITY | | | ACPBAPC7264364433 | 02/24/16 | 02/24/17 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | FEIEXS1325503 | 02/24/16 | 02/24/17 | EACH OCCURRENCE | \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ 10,000,000 |
| | <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$ -0- | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | TSF0001188895 | 02/24/16 | 02/24/17 | WC STATUTORY LIMITS | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | | 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 |
| D | Lsd/Rntd Equip | | | 04IM63799 | 02/24/16 | 02/24/17 | Per ltm. | 285,000 |
| D | Installation Fltr | | | 04IM63799 | 02/24/16 | 02/24/17 | Instl. | 250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

FOR BID PURPOSES ONLY

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| SAMPLEC Sample Copy For Bid Purposes Only | 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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MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Unified Services of Texas, Inc.

as Principal, and MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Texas as Surety, are held and firmly bound unto the City of Killeen, TX

as Obligee, in the amount of 5% of bid amount DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make an award to the Principal for:

Bid No. 16-28

Renovation of ARAC Building Army Airfield

Killeen, TX

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 13th day of September 2016

Unified Services of Texas, Inc.


Witness

By Tricia M Stefano (Seal) Principal

MID-CONTINENT CASUALTY COMPANY

By Rhonda Hoopinger (Seal) Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY

1437 SOUTH BOULDER, SUITE 200 · TULSA, OKLAHOMA 74119 · 918-587-7221 · FAX 918-588-1253

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. **Jim Bean, Colleen C. Coleman, Barbara Eden, Rhonda Hoopingarner, Chris Monroe, Fred Monroe and M. A. Monroe**, all of **ARLINGTON, TX**

IN WITNESS WHEREOF, the **MID-CONTINENT CASUALTY COMPANY** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27 day of June, 2016



MID-CONTINENT CASUALTY COMPANY

ATTEST:

Sharon Hackl

Todd Bazata

SHARON HACKL

Secretary

TODD BAZATA

VICE PRESIDENT

On this 27 day of June, 2016 before me personally appeared TODD BAZATA, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of **Mid-Continent Casualty Company**, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

SS



Commission # 11008253

My Commission Expires: 09-08-19

Julie Callahan

JULIE CALLAHAN

Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **Mid-Continent Casualty Company** by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, SHARON HACKL, Secretary of **Mid-Continent Casualty Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 31st day of September, 2016



Sharon Hackl

SHARON HACKL

Secretary

VOID IF BOX IS EMPTY

MID-CONTINENT CASUALTY COMPANY

OKLAHOMA SURETY COMPANY

STATE OF TEXAS

CLAIM NOTICE ENDORSEMENT

In accordance with Section 2253.021 (f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code, any notice of claim to the named surety under this bond(s) should be sent to:

Mailing:

MID-CONTINENT CASUALTY COMPANY
OKLAHOMA SURETY COMPANY
P.O. BOX 1409
TULSA, OK 74101

TELEPHONE NO. 918-587-7221

Physical:

1437 S. BOULDER
SUITE 200
TULSA, OKLAHOMA 74119

ATTACH THIS NOTICE TO YOUR BOND

010400 - PROPOSAL

Place ARAC Building at Robert Gray Airfield

Date September 15th, 2016

Proposal of Unified Services of Texas, Inc.

a corporation organized and existing under the laws of the State of Texas

or

Not Applicable

Proposal of _____

a partnership consisting of _____

or

Not Applicable

Proposal of _____

an individual doing business as _____

To: City of Killeen

This bid results from your advertisement for bids for the construction of the **Renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Airfield Project**, City of Killeen Bid No. 16-28.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum price(s) proposed below.

BASE BID PROPOSAL:

Base Bid Item No. 1 – Renovation of Army Radar Approach Control Building

Description: Renovations to the Army Radar Approach Control Building at Robert Gray Army Airfield at Fort Hood in accordance with the plans and specifications.

Unit of Measurement: Lump Sum

Amount: (\$) \$ 1,669,630.00

Amount: (in words) One million, Six Hundred and Sixty Nine Thousand, Six Hundred and Thirty Dollars

Base Bid Item No. 2 – Allowance for ARAC Equipment Consoles

Description: Allowance in accordance with Section 01 21 00 for consoles for the ARAC equipment.

Unit of Measurement: Contingency Allowance

Amount: (\$) \$272,000

Amount: (in words) Two hundred seventy two thousand dollars

Base Bid Item No. 3 – Allowance for Break Room Appliances

Description: Allowance to be provided in accordance with Section 01 21 00 for kitchen appliances.

Unit of Measurement: Contingency Allowance

Amount: (\$) \$14,000

Amount: (in words) Fourteen thousand dollars

Total Base Bid (Sum of all Base Bid Items)

Amount: (\$) \$1,955,650.00

Amount: (in words) One Million, Nine Hundred and Fifty-Five Thousand, Six Hundred and Thirty Dollars

ADDITIVE ALTERNATE PROPOSAL:

Additive Alternate No. 1 – Allowance for Conference Room Furniture

Description: Allowance to be provided in accordance with Section 01 21 00 for Conference Room Furniture
Unit of Measurement: Contingency Allowance

Amount: (\$) \$26,000

Amount: (in words) Twenty six thousand dollars

Additive Alternate No. 2 – Allowance for Building Furniture

Description: Allowance to be provided in accordance with Section 01 21 00 for Building Furniture
Unit of Measurement: Contingency Allowance

Amount: (\$) \$63,000

Amount: (in words) Sixty three thousand dollars

Additive Alternate No. 3 – Allowance for Additional Appliances

Description: Allowance to be provided in accordance with Section 01 21 00 for Additional Appliances
Unit of Measurement: Contingency Allowance

Amount: (\$) \$6,000

Amount: (in words) Six thousand dollars

Additive Alternate No. 4 – Allowance for Porch/Recreation Amenities

Description: Allowance to be provided in accordance with Section 01 21 00 for Porch/Recreation Amenities
Unit of Measurement: Contingency Allowance

Amount: (\$) \$6,000

Amount: (in words) Six thousand dollars

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within three hundred and eleven (311) consecutive calendar days thereafter (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in GENERAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

Addendum #1 _____ and Addendum #2 _____
Addendum #3 _____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form within three (3) days of being issued a Recommendation of Award, and furnish the required Performance and Payment Bond, within ten (10) days after the Notice of Award is issued.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a certified ~~check~~/bid bond (*strike one*)

in the amount of 5% of Total or One-Hundred and Two-Thousand, Five Hundred and Thirty-One, and 50/100 Dollars (\$ 102,531.50), being not less than five percent (5%) of the total amount of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract within three (3) days of being issued a Recommendation of Award and furnish the required bond within the prescribed ten (10) days of the Notice of Award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Laurel E. Smith
(Witness)
[Signature]
2110 Greenbriar Dr.
(Address)
Southlake, TX 76092
Same as Above
(Office Address of Bidder)

Unified Services of Texas, Inc.
(Name of Bidder)
By [Signature]
Tricia Stefanko - Vice President
(Print Name and Title)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified
in the Unit Price Schedule.

010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Unified Services of Texas, Inc.
2. Permanent main office address. 2110 Greenbriar Dr. Southlake, TX 76092
3. When organized. 1991
4. If a corporation, where incorporated. State of Texas
5. How many years have been engaged in the contracting business under your present firm or trade name? 25
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See Attached...
7. General character of work performed by your company. General Contracting
8. Have you ever failed to complete any work awarded to you? No
If so, where and why?
9. Have you ever defaulted on a Contract? No
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See Attached...
12. List your major equipment available for this Contract. Scissor Lift, Sky-track, Bobcat, Tractor. In addition to multiple rental accounts with various providers.
13. Experience in construction work similar in importance to this project. See Attached...
14. Background and experience of the principal members of your organization, including the officers. See Attached...
15. Background and experience of the Master Electrician(s) licensed in the state of Texas (issued by the Texas Department of Licensing) who have proper skills in supervising, performing, and maintaining the electrical work.
16. Credit available: \$ \$250,000.00 Line of Credit/ Approx. \$2 million operating capital
17. Give Bank reference: Frost Bank
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes



| <u>Current Project Load</u> | <u>Dollar Amount</u> | <u>Due Date</u> |
|--|-----------------------------|------------------------|
| 3915-015/SAFB Renovate Sheppard Club | \$ 405,257.56 | 2/17/2017 |
| 3916-001/GSA IRS 9th floor | \$ 45,472.17 | 10/1/2016 |
| 3916-003/GSA IRS 2nd floor Earl Cabell | \$ 15,971.04 | 10/1/2016 |
| 3916-004/GSA TIGTA Carpet replacement | \$ 61,223.45 | 10/1/2016 |
| 3916-005/GSA Lufkin Judges Chambers | \$ 14,543.49 | 9/21/2016 |
| 3916-006/SAFB AGE storage B992 | \$ 146,308.57 | 9/21/2016 |
| 3916-008/GSA Eldon Courthouse | \$ 53,292.00 | 9/15/2016 |
| 3916-009/USACE Grapevine Bardwell Spillway | \$ 231,983.16 | 1/15/2016 |
| 3916-010/GSA Bldg 23 Track Removal | \$ 11,288.05 | 11/14/2016 |
| 3916-011/GSA Renovate Room 202 | \$ 76,934.35 | 9/22/2016 |
| 3916-012/GSA Warehouse 12 Slab Repair | \$ 54,461.12 | 10/16/2016 |
| 3916-013/GSA 2nd floor conference | \$ 61,117.29 | 12/12/2016 |
| 3916-014/GSA Light & Data Reconfiguration | \$ 21,878.28 | 10/16/2016 |
| 3916-015/GSA Telephone vestige removal | \$ 7,886.77 | 9/24/2016 |
| 3916-016/SAFB OH to UG Circuit 7 | \$ 6,801,344.22 | 9/12/2017 |
| 3916-017/SAFB Bldg 1956 | \$ 2,479,502.95 | 11/1/2017 |
| 3916-018/GSA Judge Love Bathroom | \$ 2,714.48 | 10/22/2016 |
| 3916-019/GSA Fireproof Elevator | \$ 5,738.25 | 10/15/2016 |
| 3916-020/GSA USAO New Offices | \$ 86,678.89 | 10/15/2016 |
| 3916-021/GSA Wheelchair Access | \$ 7,685.49 | 9/28/2016 |
| 3916-022/SAFB Protective Paint Coating | \$ 156,616.00 | 5/16/2017 |
| 3916-023/GSA Lanham 7th Floor Snack Bar | \$ 40,864.77 | 12/15/2016 |
| 3916-024/GSA Modify Stairwell Hardware | \$ 21,603.20 | 11/15/2016 |
| 3916-025/SAFB Replace Bunker Hill Pool | \$ 93,758.00 | 3/15/2017 |
| 3916-026/SAFB Repair Exterior Doors | \$ 90,831.43 | 3/14/2017 |
| 3916-027/SAFB Repair Electrical for Han | \$ 170,490.17 | 6/15/2017 |
| 3916-028/NAVFAC Bldg 1191 Door | \$ 98,166.23 | 7/24/2017 |

Unified Services of Texas, Inc. Major Construction Projects Completed:

Project: H285 Mechanical Renovation
Owner: USAF
Contract Amount: \$858,673
Percent Complete: 100%
Completion: 08/2016
Contact: John Ross Kavanagh (580) 481-5836

Project: B323 Mechanical Renovation
Owner: USAF
Contract Amount: \$1,423,596
Percent Complete: 100%
Completion: 08/2016
Contact: John Ross Kavanagh (580) 481-5836

Project: Fort Hood Construct Fuel Yard
Owner: MICC Ft. Hood
Contract Amount: \$967,416.03
Percent Complete: 100%
Completion: 06/2016
Contact: Johnny Ainsworth (254) 287-9143

Project: SAFB Construct Warehouse
Owner: USAF
Contract Amount: \$1,045,430
Percent Complete: 100%
Completion: 12/2015
Contact: Todd Raines (940) 676-6150



Construction Services with Environmental Solutions

Marshall Ryan

President

Unified Services of Texas, Inc

817-865-8320

Certifications

- TCEQ UST Installer/On Site Supervisor A & B License ILP 001210
- OSHA 40 Hour UST/HAZMAT Course
- TCEQ LPST Corrective Action Project Manager CAPM 00225
- Various Manufacturers Certifications

Experience History

- October 2000-Present: Owner, President/CEO, Unified Services of Texas, Inc. (UST). Responsible for company growth and direction, Safety Program and Quality Assurance/Quality Control Program while overseeing the productivity of the five divisions that make up UST: General Contracting (GC), Petroleum Storage Tank (PST), Underground Utilities, Testing/Service and Environmental.
- June 1998-October 2000: Vice President of Operations, UST. Responsible for estimating, scheduling and performance of all construction activities. Types of projects include underground/aboveground storage tank upgrades, installations, repairs, removals, testing, vapor recovery systems, cathodic protection systems and environmental services.
- October 1997-June 1998: Vice President of Construction, National Environmental Service Company (NESCO). Responsible for all construction activities for NESCO in Texas.
- 1992-October 1997: Division Manager, NESCO. Responsible for establishing NESCO's Texas division in San Antonio, Texas.
- 1990-1992: Project Manager, NESCO. Supervised underground storage tank services in various states.
- 1983-1990: Self-employed General Contractor, Albuquerque, New Mexico. Provided general construction services in both the residential and commercial market.
- 1981-1983. Field Technician, Triple B. Co., Albuquerque, New Mexico. Performed various construction services related to fuel system installations.

Military

- 1975-1981. Avionics Technician, United States Air Force. Honorably Discharged.

Specific Experience/Skills

- Plans & Specification Development
- Cost Estimation
- Planning, Programming & Budgeting
- PST System Installation & Removal
- Lab & Field Analysis
- PST Construction
- Cathodic Protection
- Resource Management
- Program Management
- Engineering Analysis
- PST System Testing
- Electronic Systems Testing
- Drafting
- PST Compliance Audits

Construction Services with Environmental Solutions

2110 Greenbriar Drive, Southlake, TX 76092

817.481.9510 • 817.488.1729 fax

www.ustqc.com

Chris Roach

Division Manager

Unified Services of Texas, Inc

817-481-9510

Education:

- Troy University- Business Management, Resource Technology
- Electronic Technician School (USN)
- Advanced Electronic Computer Field (USN)
- ET-1465 Satellite Communication Tech (US Army Signal School)

Certifications:

- USACE- Construction Quality Management for Contractors
- OSHA- 30Hour Outreach Training for Construction Industry

Experience

Has 10 years of experience in related construction (Private, Commercial, Government) business areas such as:

- Operation Director- Oversaw development and delivery of company and project portfolios. Interact with owner and operations staff, direct supervision and supervise sub-contractor relationships to capitalize business growth and opportunity.
- Project Engineer- Work closely with A/E firms to review project plans and specs and verify compliance, regulation and functionality. Oversee project start, operation, and completion
- Project Management- Develop and maintain QC programs, scheduling, and vendor procurement. Oversee construction critical path process. Prepare monthly applications and pay documentation. Regulate on-site personnel (both sub-contractor and self-performing) to ensure quality control points are being met per plans, specs and regulations.
- QA/GC Program Development for Construction practices
- Proficient problem solving with proactive approach
- Drive projects forward under a triple constraint program involving delivery time, objectives and budget constraints

Skills

- Plans & Specification Development
- Cost Estimation
- Planning, Programming & Budgeting
- Project Scheduling
- Quality Assurance
- Program implementation (Quality, Safety, and Life Cycle Support)

Construction Services with Environmental Solutions

Kevin Garrett

Project Manager

Unified Services of Texas, Inc

817-995-4416

Education:

- Texas A&M Construction Management Program
- Bachelor of Business Administration from Barrington University

Certifications:

- MMP – Master Project Manager
- FMP – Facility Management Professional
- USACE- Construction Quality Management for Contractors
- OSHA- 30 Hour Outreach Training for Construction Industry

Experience

Has over 20 years of experience in related construction (Private, Commercial and Government)

- Project Management
- Construction Coordination
- Construction Management
- QA/QC Program Development for Construction
- Familiar with building codes in various states.
- Resolve problems effectively
- Complete projects ahead of schedule and under budget.
- Estimating, Cost Analysis, Cost to Complete, Pay Applications.
- Experienced in Negotiating Sub-Contracts, Change Orders, Controlling Job-Cost.

Skills

- Developing and driving successful strategic business initiatives to enhance client acquisitions
- LEED experience
- Building Commissioning
- Government contracting
- QA/QC Program Management
- Planning, Programming & Budgeting
- Program Implementation (Quality, Safety, and Life Cycle Support)



Construction Services with Environmental Solutions

2110 Greenbriar Drive, Southlake, TX 76092

817.481.9510 • 817.488.1729 fax

www.ustqc.com

Jason Parrott

Superintendent

Unified Services of Texas, Inc.

817-481-9510

Certifications:

- USACE- Construction Quality Management for Contractors
- OSHA- 30Hour Outreach Training for Construction Industry

Experience

Has 20 years of experience in related construction (Private, Commercial, Government) business areas such as:

- Execute quality controls daily by insuring subcontractors execute duties per prints/specs
- Supervise and manage subcontractors for all aspects of construction
- Supervise and complete worksite, schedule work hours and resolve conflicts
- Record daily reports, environmental and safety reports and client reports
- Skilled at organizing complex projects, defining project priorities and delegating tasks
- QA/GC Program Development for Construction practices
- Proficient problem solving with proactive approach
- Spearheaded the training, supervision, and management of diverse personnel teams in the installation and maintenance of commercial construction systems.

Skills

- Plans & Specification Development
- Cost Estimation
- Value Engineering
- Planning, Programming & Budgeting
- Project Scheduling
- Quality Assurance



Construction Services with Environmental Solutions

2110 Greenbriar Drive, Southlake, TX 76092

817.481.9510 817.488.1729 fax

www.ustqc.com

Matthew Stilwell

Project Superintendent – Safety Manager

Unified Services of Texas, Inc

817-481-9510

Education:

- High School

Certifications:

- USACE- Construction Quality Management for Contractors
- OSHA- 30 HR, 10 HR, 500 and 502
- OSHA – Trainer
- CPR/AED Trained

Experience

- Goldthwaite Airport – TxDOT

The project consisted of hangar foundation and building, asphalt taxi lanes and roadway, marking and striping of airfield pavements, apron sidewalk, headwall modifications and other miscellaneous items at the Goldthwaite Municipal Airport. Work performed: General Construction, On-Site Supervision, Safety, Quality Control, Project Management, Subcontractor Management, Scheduling, Estimating, Purchasing, Accounting, Administration

- Texas State Technical College Waco – TxDOT

The project consisted of airport improvements at the Texas State Technical College – Waco Airport. Aviation Construction work consisted of runway, taxiway, and apron improvements. Work performed: General Construction, On-Site Supervision, Safety, Quality Control, Project Management, Subcontractor Management, Scheduling, Estimating, Purchasing, Accounting, and Administration.

- Camp Mabry Secure Area Building 75 - Texas Military Department

The project consisted of converting existing office space to create Sensitive Compartmented Information Facility (SCIF) for the Texas Military Department to store classified information. Work performed: General Construction, On-Site Supervision, Safety, Quality Control, Project Management, Subcontractor Management, Scheduling, Estimating/Purchasing/Accounting, Administration

- DLA Deficiencies – NAVFAC

Major fueling system upgrade in efforts to support aviation fueling demands. Project included major concrete rehabilitation, demolition and replacement of existing fuel systems. Work performed: General Construction, On-Site Supervision, Safety, Quality Control, Project Management, Subcontractor Management, Scheduling, Estimating/Purchasing/Accounting, Administration

Skills

- Project Supervision
- Quality Assurance
- Budget Management
- Safety Management & Safety Training
- Expedition & MS Project Software
- Project Scheduling

Construction Services with Environmental Solutions

010440 - LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Architect and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
• Enter 2 for More than \$1 Million, Less than \$5 Million
• Enter 3 for More than \$5 Million, Less than \$10 Million
• Enter 4 for More than \$10 Million, Less than \$15 Million
• Enter 5 for More than \$15 Million

Type of Work: Division 8 & Division 12
Subcontractor's Name: CF Supply Inc.
Texas License No.: N/A
Address: 3333 Jack Kultgen Expy. Waco, TX 76711
Date Firm Established: 1978
Annual Gross Receipts (enter the range only): 3

Type of Work: Plumbing & Utilities Contractors
Subcontractor's Name: Bar-B Plumbing Co., Inc.
Texas License No.: M-18915
Address: P.O. Box 129 Kempner, TX 76539
Date Firm Established: May 1995
Annual Gross Receipts (enter the range only): 2

Type of Work: Paint
Subcontractor's Name: A&L Sanchez Painting and Construction
Texas License No.: N/A
Address: 114 N. 4th St. Killeen, TX 76541
Date Firm Established: 2004
Annual Gross Receipts (enter the range only): 1

Type of Work: Communications
Subcontractor's Name: Global One Communications
Texas License No.: N/A
Address: 1663 Hickory Dr., SUite E Haltom City, TX 76117
Date Firm Established: 2001
Annual Gross Receipts (enter the range only): 1

Type of Work: Asbestos Abatement and Demo
Subcontractor's Name: Ridgeline Integrated Solutions, LLC
Texas License No.: 801104 and 400540
Address: 1033 S. Fort Hood St. Suite 200 #225 Killeen, TX 76541
Date Firm Established: March 2015
Annual Gross Receipts (enter the range only): 1

Type of Work: Electrical
Subcontractor's Name: TTG Electric
Texas License No.: TDLR# 17420 & ACR-3114
Address: 6001 Old Copperas Cove Road, Killeen, TX 76549
Date Firm Established: Aug. 1984
Annual Gross Receipts (enter the range only): 4

Type of Work: Fire Suppression
Subcontractor's Name: Texas Fire Suppression, Inc.
Texas License No.: SCR-G-1819205, ACR-1666099, ECR-1666599
Address: 100-B Don Currie Dr Jarrell, TX 76537
Date Firm Established: Jan. 2011
Annual Gross Receipts (enter the range only): 1

Type of Work: Millwork
Subcontractor's Name: AEP Millwork, LLC
Texas License No.: N/A
Address: 2710 W. Division St. Arlington, TX 76012
Date Firm Established: Feb 2012
Annual Gross Receipts (enter the range only): 2

Bidder (General Contractor): Unified Services of Texas, Inc.
Texas License No.: *N/A*
Address: 2110 Greenbriar Dr. 760925
Date Firm Established: May 1991
Annual Gross Receipts (enter the range only): *4*
By: Tricia Stefanko *Tricia Stefanko* *
Title: Vice President

*Signature must be the same as on the Proposal form.

TTG Electric Co., Inc.
ELECTRICAL, SPECIAL SYSTEMS
AND AERIAL DISTRIBUTION
CONTRACTOR

Bobby Jones

As the President of TTG Electric Co., Inc., Bobby has 30 years of experience in the construction industry.

Bobby holds SBCCI, Block and Texas Master Electrician License. He has experience as an electrician, superintendent, project manager, design assist for design/build and estimator on government, industrial and commercial medical, administration, tactical, training, educational, housing, infrastructure, aviation and maintenance projects.

Bobby is also a NFPA electrical section member, Centex apprenticeship and training committee vice-chairman, Certified apprenticeship instructor and Apprenticeship director for TTG Electric Co., Inc.

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.tdlr.texas.gov>

If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

Master: BOBBY L JONES, License# 3492

TTG ELECTRIC CO INC
PO BOX 1034
GATESVILLE TX 76528-6034

Mike Arismendez
Chair

Thomas F. Butler
Helen Callier
Rick Figueroa
Catherine Rodewald
Ravi Shah
Deborah Yurco

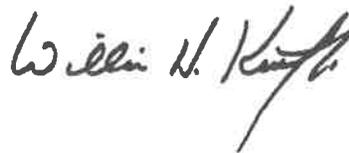
Electrical Contractor

TTG ELECTRIC CO INC

License Number: 17420

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: JULY 23 2017



William H. Kuntz
Executive Director

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in **Construction Safety and Health**

Bobby Jones

Tracy Coursey

4/20/2015

(Trainer name – print or type)

(Course end date)



Continuing Education Certificate

Awarded to:

JONES, BOBBY L

Master Electrician #3492

For Successful Completion of Central Texas Independent Electrical Contractor's
Four (4) Hour Course Titled: CETX 2015 Code Update, Safety, Laws and Rules

David Johnson

David Johnson, Instructor

2/28/2015

Completion Date

TDLR Provider #1034 TDLR Course #12730

4 Contact Hours (0.4 CEU)

010470 BIDDER CERTIFICATIONS

Certification of Nonsegregated Facilities

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in his files.

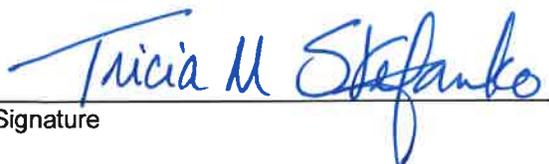
NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NONSEGREGATED FACILITIES

1. This Certification of Non-segregated Facilities shall be submitted prior to the award of the construction contract.
2. The awarded Contractor will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

Tricia Stefanko - Vice President

Name and Title of Signer (Please Type)



Signature

9/15/16

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

the Community Development Block Grant Program).

SC.13 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

SC.14 PREVAILING WAGE DETERMINATION

General Decision Number: TX160279 01/08/2016 TX279

Superseded General Decision Number: TX20150279

State: Texas

Construction Type: Building

County: Bell County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/08/2016

BOIL0074-003 01/01/2014

Rates Fringes

BOILERMAKER.....\$ 23.14 21.55

 ENGI0178-005 06/01/2014

| | Rates | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| (1) Tower Crane..... | \$ 29.00 | 10.60 |
| (2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above..... | \$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59 Tons and under..... | \$ 27.50 | 10.60 |

 * IRON0084-011 06/01/2015

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 23.02 | 6.35 |

 PLUM0286-011 06/01/2015

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Excludes HVAC Pipe Installation)..... | \$ 28.00 | 11.41 |

 SUTX2014-005 07/21/2014

| | Rates | Fringes |
|---|----------|---------|
| BRICKLAYER..... | \$ 19.09 | 0.00 |
| CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation..... | \$ 17.28 | 1.71 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 14.00 | 0.00 |
| DRYWALL HANGER AND METAL STUD INSTALLER..... | \$ 14.59 | 0.00 |
| ELECTRICIAN (Low Voltage Wiring Only)..... | \$ 28.28 | 2.44 |
| ELECTRICIAN, Excludes Low Voltage Wiring..... | \$ 20.50 | 2.71 |
| HVAC MECHANIC (HVAC Pipe Installation Only)..... | \$ 15.50 | 0.00 |
| HVAC MECHANIC (Installation of HVAC Unit Only)..... | \$ 16.01 | 1.56 |
| INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 19.77 | 7.13 |
| IRONWORKER, REINFORCING..... | \$ 13.35 | 0.00 |
| IRONWORKER, STRUCTURAL..... | \$ 18.35 | 4.90 |
| LABORER: Common or General..... | \$ 10.53 | 0.00 |

| | | |
|---|----------|------|
| LABORER: Mason Tender - Brick... | \$ 9.98 | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 9.93 | 0.00 |
| LABORER: Pipelayer..... | \$ 12.49 | 2.13 |
| LABORER: Roof Tearoff..... | \$ 11.28 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 13.10 | 1.24 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.93 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 18.29 | 1.31 |
| OPERATOR: Drill..... | \$ 16.22 | 0.34 |
| OPERATOR: Forklift..... | \$ 14.00 | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 14.34 | 1.68 |
| OPERATOR: Loader..... | \$ 13.88 | 0.44 |
| OPERATOR: Mechanic..... | \$ 17.52 | 3.33 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 16.03 | 0.00 |
| OPERATOR: Roller..... | \$ 13.11 | 0.00 |
| PAINTER (Brush, Roller, and Spray)..... | \$ 15.00 | 0.81 |
| PLUMBER, Excludes HVAC Pipe Installation..... | \$ 21.18 | 7.57 |
| ROOFER..... | \$ 13.75 | 0.00 |
| SHEET METAL WORKER (HVAC Duct Installation Only)..... | \$ 18.71 | 4.90 |
| SHEET METAL WORKER, Excludes HVAC Duct Installation..... | \$ 14.89 | 1.55 |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 15.46 | 0.00 |
| TILE FINISHER..... | \$ 11.22 | 0.00 |
| TILE SETTER..... | \$ 14.74 | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 11.50 | 1.10 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 19.65 | 8.57 |
| TRUCK DRIVER: Semi-Trailer Truck..... | \$ 12.50 | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 12.00 | 4.11 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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 in this section is being disclosed.

N/A
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by 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?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4


Signature of vendor doing business with the governmental entity

9/14/16
Date

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by and between
_____ Unified Services of Texas, Inc. _____ a Corporation
organized and existing under the laws of the State of Texas hereinafter called the
"Contractor", and City of Killeen, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **Renovation of the Army Radar Approach Control (ARAC) Building at Robert Gray Airfield** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum stipulated in the Proposal FOR BASE BID subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within three hundred eleven (311) consecutive calendar days thereafter (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in GENERAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Contract
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. List of Proposed Subcontractors
- h. Bidder Certifications
- i. Bidders Checklist of Required Items
- j. City of Killeen Terms and Conditions
- k. Performance and Payment Bonds
- l. General Conditions
- m. Special Conditions
- n. DPW Division 01 Specifications
- o. Technical Specifications
- p. Drawings
- q. Certificates of Insurance and Insurance Policies

This Contract together with other Documents enumerated in this Article 4, which said other Documents are

as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Architect whose decision shall be final.

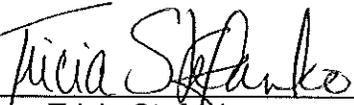
ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first written.

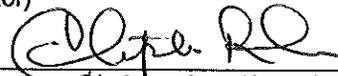
Unified Services of Texas, Inc.

(Contractor)

ATTEST:


Tricia Stefanko

By


Christopher Roach

Title: Division Manager

2110 Greenbriar Dr.

(Street)

Southlake, TX 76092

(City)

(Owner)

ATTEST: _____

By _____

Title: _____

(Print the names underneath all signatures)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-113331

Date Filed:
09/19/2016

Date Acknowledged:

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

Unified Services of Texas, Inc.
Southlake, TX United States

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

City of Killeen

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

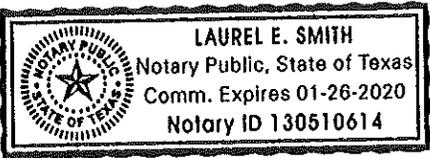
BID NO. 16-28
RENOVATION OF ARMY RADAR APPROACH CONTROL (ARAC) BUILDING AT ROBERT GRAY AIRFIELD

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Roach, Christopher | Ft. Worth, TX United States | | X |
| | Stefanko, Tricia | Southlake, TX United States | X | |
| | Ryan, Marshall | Southlake , TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Christopher Roach

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Christopher Roach, this the 19th day of September 20 16, to certify which, witness my hand and seal of office.

Laurel E. Smith
Signature of officer administering oath

Laurel E. Smith
Printed name of officer administering oath

Notary Public
Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-123 **Version:** 1 **Name:** Supplemental Agreement No. 3-Garver-ARAC Project
Type: Resolution **Status:** Resolutions
File created: 9/19/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider a memorandum/resolution approving Supplemental Agreement No. 3 to the professional services contract for engineering/design of the Army Radar Control Facility with Garver, LLC.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Supplemental Agreement No. 3](#)
[Certificate of Interested Parties](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |

CITY COUNCIL MEMORANDUM

AGENDA ITEM

SUPPLEMENTAL AGREEMENT NO. 3 TO THE PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING / DESIGN OF THE ARMY RADAR CONTROL FACILITY

ORIGINATING DEPARTMENT

AVIATION

BACKGROUND INFORMATION

The City of Killeen was awarded and the City Council approved acceptance of a Defense Economic Adjustment Assistance Grant (DEAAG) from the State of Texas for the repair and renovation of the Army Radar Approach Control (ARAC) facility located on Robert Gray Army Airfield (RGAAF). On April 12, 2016, Council approved a Professional Services Agreement with Garver, LLC for the design, bidding services, construction administration, and construction management for this project.

DISCUSSION/CONCLUSION

The agreement with Garver provided for a Construction Manager to be onsite for twenty-four (24) hours per week based on the initial scope of the designed project. However, during the design process, several new and complicated elements were added to the project, including asbestos abatement, and it was determined the complexity of project was such that a full-time construction manager was necessary. To that end, staff negotiated a supplemental agreement with Garver for an additional \$62,710.00 for a full-time onsite construction manager.

FISCAL IMPACT

Supplemental Agreement No. 3 will increase the expenditure for the Project in the DEAAG ARAC account, 528-0505-521.57-81, in the amount of \$62,710.00, equating to a 13.1% increase to the original contract. The sum of all supplemental agreements is \$91,910.00, a 19.26% increase to the original contract. The remaining balance in the DEAAG ARAC account will be \$3,696,733 after deducting this supplemental agreement.

RECOMMENDATION

Staff recommends the City Council approve Supplemental Agreement No. 3 for the ARAC Facility design with Garver, LLC and authorize the City Manager to execute same.



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Killeen
Killeen, Texas
Project No. 16181082

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3, effective on the date last written below, shall amend the original contract between the City of Killeen (Owner) and GARVER, LLC (GARVER), dated April 13, 2016 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 3 adds professional services for the:

Renovation of the Army Radar Approach Control (ARAC) building at Robert Gray Army Airfield.

The original contract is hereby modified as follows:

SECTION 3 - PAYMENT

Section 3 of the original contract is hereby amended as follows:

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER based on progress payments for the lump sum amounts shown in Table 1. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.

Table 1

| WORK DESCRIPTION | FEE AMOUNT | FEE TYPE |
|--|---------------------|---------------------------|
| Surveying Services | \$8,300 | Lump Sum |
| Preliminary Design (50%) | \$137,700 | Lump Sum |
| Final Design (95%) | \$107,100 | Lump Sum |
| Fort Hood DPW Specifications | \$7,500 | Lump Sum |
| Kaya and TACROF Coordination | \$4,600 | Lump Sum |
| Environmental Survey | \$9,600 | Lump Sum |
| Handicap Parking Space Design | \$4,000 | Lump Sum |
| Redesign for NEC Standards | \$3,500 | Lump Sum |
| Construction Documents (100%) | \$29,100 | Lump Sum |
| Bidding Services | \$13,600 | Lump Sum |
| <i>Resident Project Representative</i> | <i>\$156,770</i> | <i>Hourly (estimated)</i> |
| Construction Phase Services | \$78,600 | Lump Sum |
| Project Closeout | \$8,800 | Lump Sum |
| TOTAL FEE | \$569,170.00 | - |



The total amount to be paid under this agreement is 569,170. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B.

GARVER will request progress payments, and the Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

APPENDIX A - SCOPE OF SERVICES

Appendix A of the original contract is hereby amended as follows:

2.9 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Prepare for and attend utilities coordination meeting, as necessary.
3. Attend progress/coordination meetings with the Client /Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. Consult with and advise the Client during the construction period. Garver will submit, when requested by the Client, written reports to the Client on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Client such periodic reports and information as may be required.
6. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications



- (respond to RFIs) regarding the construction contract documents.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Client regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
 8. Maintain a set of working drawings and prepare and furnish record drawings.
 9. Provide part-time resident construction observation services for the estimated 48 week construction contract performance time. The proposed fee is based on approximately 40 hours per week during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.
 10. When authorized by the Client, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
 11. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Coordinate with the firm providing construction materials quality control testing by the Contractor. Coordinate with this firm to confirm that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Assist the Client in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, Garver will endeavor to protect the Client against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Client immediately, so that appropriate action under the Client's contract with the Contractor can be taken.

Garver's project engineer or his qualified representative will be available at all times work is in progress

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-113706

Date Filed:
09/19/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Garver, LLC
Austin, TX United States

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

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.
16181082
Supplemental Agreement No. 3 - ARAC Building Renovation

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | McIlwain, Frank | Austin, TX United States | X | |
| | Holder, Jr. , Jerry | Austin, TX United States | X | |
| | Griffin, Michael | Austin, TX United States | X | |
| | Jones, Steven | Austin, TX United States | X | |
| | Parker, Herbert | Austin, TX United States | X | |
| | Hoskins, Brock | Austin, TX United States | X | |
| | Williams, Daniel | Austin, TX United States | X | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Frank McIlwain

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Frank McIlwain, this the 19th day of September, 20 16, to certify which, witness my hand and seal of office.

Heather Wootton
Signature of officer administering oath

Heather Wootton
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-124 **Version:** 1 **Name:** Contract-F&W Electrical Contractors, Inc.-REIL-Skylark
Type: Resolution **Status:** Resolutions
File created: 9/19/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 16-26 for the construction of a Runway End Identifier Light (REIL) system at Skylark Field to F&W Electrical Contractors, Inc.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[F & W Electrical Contractors Bid Contract](#)
[Certificate of Interested Parties](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**BID RECOMMENDATION - BID NO. 16-26,
RUNWAY END IDENTIFIER LIGHT (REIL)
SYSTEM INSTALLATION AT SKYLARK FIELD**

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

Federal Aviation Administration (FAA) grant assurances require the City of Killeen maintain the runway protection zone (RPZ) of Skylark Field in such a manner as to not allow the creation of obstructions to aerial navigation for aircraft approaching or departing the runway.

In 1977, the FAA installed a localizer instrument landing system and a Medium Intensity Approach Lighting System (MALS) at what was then known as Killeen Municipal Airport. Runway Alignment Indicator Lights (RAIL) and a glide slope transmitter were added in 1984 and 1986, respectively. The combined MALS and RAIL is known as a MALSR. The sum of these provide a necessary component to the precision instrument landing system (ILS) that allows aircraft to land with visibility as low as three-fourths of a mile. All this equipment was paid for, installed, and maintained by the FAA at no cost to the City of Killeen. The original Memorandum of Agreement between the FAA and the City of Killeen included provisions that the City would not erect, or allow to be erected, any structure or obstruction that would interfere with the safe and proper operation of equipment installed by the FAA.

On January 26, 2010, the City Council approved and authorized the Pass-Through Toll Agreement between the Texas Department of Transportation (TxDOT) and the City of Killeen to construct an overpass at Rosewood Drive and to make roadway improvements to FM 2410.

It was known at the time the Rosewood project would elevate the US 190 roadway surfaces by approximately sixteen feet within a portion of the RPZ at the approach end of Runway 01 at Skylark Field. Initial aeronautical studies determined the increased elevation would meet minimum obstacle clearance standards for visual operations to Runway 01, but determined there would be conflicting issues with the ILS system and the MALSR (approach lights) which would need to be further studied and resolved. Funding was identified and approved within the Rosewood project to address the mitigation issues to the Airport caused by the highway work.

A number of studies completed by the FAA and various third parties determined the operational parameters of both the MALSR and the ILS glide slope component would be compromised and had to be replaced with suitable systems that would preserve the capability of the Airport to land aircraft during reduced visibility conditions.

Negotiation with the FAA proceeded with the intent of replacing the original ILS system at the expense of the City. After several months of negotiation, this solution proved economically prohibitive. Eventually, it was determined that a GPS-based instrument approach procedure

could be developed by the FAA to replace the function of the ILS system. This new approach procedure became effective on September 15, 2016.

The MALSR approach lights were initially intended to be replaced with a new updated approach lighting system. However, during design, it was determined that approximately 300' of critical runway length would be lost in order to adapt this new lighting system to the runway. Further design investigation determined that installation of a Runway End Identifier Light (REIL) system would be a suitable replacement for the MALSR and could provide similar safety functions to aircraft/aircrew landing during reduced visibility conditions.

On May 24, 2016, Council approved a professional services contract with Garver, LLC to perform the professional services associated with the design, bidding, and construction support for the REIL system.

DISCUSSION/CONCLUSION

The request for bids for the installation/construction of the REIL system was advertised in the Killeen Daily Herald and posted on the City, Demand Star, and Ion Wave web sites. A non-mandatory pre-bid conference was conducted on site at Skylark Field on August 31, 2016, that was attended by two potential bidders. Bids were due on September 14, 2016; the three bids received are summarized in the following table:

| Bidder | Bid Amount |
|--|-------------------|
| F & W Electrical Contractors, Inc. Floresville, TX | \$54,453.00 |
| Rural Electric, Inc. Mesa, AZ | \$73,950.00 |
| Prater Electric, LLC Denton, TX | \$84,590.00 |

The bids were evaluated by representatives of Garver, LLC, the engineer of record, on behalf of staff. It was determined the bid from F&W Electrical Contractors, Inc. in the amount \$54,453.00 was the lowest responsive and responsible bid for this project. The engineer's estimate of cost for the construction phase of the project was \$65,500.

FISCAL IMPACT

Funding for this project is available in account number 341-3490-800.58-23 US 190/ROSEWOOD/FM 2410. The remaining balance in this account is \$239,557 prior to the deduction of this project.

RECOMMENDATION

City Council award a construction contract for the installation of the REIL system at Skylark Field to F&W Electrical Contractors, Inc. in the amount of \$54,453.00. Additionally, that it authorize the City Manager to execute all necessary contract documents and all change orders or supplemental agreements for the project within the amounts set by state and local law.

010480 - BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

| Spec. Section | Description | Completed* |
|----------------------|---|-------------------------------------|
| | Acknowledgement of All Addenda | <input checked="" type="checkbox"/> |
| | Bid contains the following forms: | |
| 010200 | 1. Insurance Coverages (Current Auto and Liability Insurance) | <input checked="" type="checkbox"/> |
| 010300 | 2. Bid Bond | <input checked="" type="checkbox"/> |
| 010400 | 3. Proposal (including Unit Price Schedule – if applicable) | <input checked="" type="checkbox"/> |
| 010420 | 4. Statement of Bidder's Qualifications | <input checked="" type="checkbox"/> |
| GTC | 5. Conflict of Interest Questionnaire (Form CIQ) | <input checked="" type="checkbox"/> |

*Check when filled out, signed, and included with submission of bid packet.

Within three (3) days after Recommendation of Award:

Bidder acknowledges that within three (3) days after being issued a Recommendation of Award, Successful Contractor is required to complete the following:

- | | |
|--------|--|
| 010600 | 1. Contract (executed) |
| | 2. Texas Ethics Commission Certificate of Interested Parties (Form 1295) |

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

- | | |
|--------|--|
| 010700 | 1. Performance Bond |
| 010720 | 2. Payment Bond |
| 010800 | 3. Completed Certificates of Insurance |

Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

Seal (if incorporated)

Bidder Name:

F and W Electrical Contractors, Inc.

Address:

6880 US Hwy 181 N.

City, State, Zip Code:

Floresville, TX 78114

Contractor Number:

State of Texas # 18239

Contact Name:

James P. Freasier Jr.
James Freasier Jr.

Title:

CEO

Contact Number: 830-393-0083

Contact Email: jl@fandwelectrical.com

Signature of Authorized Agent for Bidder: 

Date: 9/13/16



City of Killeen

ADDENDUM NO. 1 for Bid 16-26

REIL Installation

BID CLOSING DATE: September 14th, 2016, @ 2:00 p.m.

Today's date: September 2nd, 2016.

The City has posted the Plans Holders List, Pre-Bid Meeting Minutes (with sign in sheet), and Threshold Borings

The information requested can be found on our City's website www.killeentexas.gov/purchasing scroll down to Bid 16-26

Please acknowledge receipt of Addendum No. 1 by signing below and returning to the Purchasing Office in your packet.

Randy Jimenez
Purchasing Manager

Acknowledgement:

Signature: _____

James J. Freasier Jr.

Print Name: _____

James Freasier Jr.

Title: _____

CEO

Company: _____

Fand W Electrical Contractors Inc.

Date: _____

9/13/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2016

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 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).

| | | |
|---|--|---------------|
| PRODUCER Catto & Catto LLP 106 S. St. Mary's St. Ste. 800 San Antonio TX 78205 | CONTACT NAME: Nancy Pruski | |
| | PHONE (A/C, No, Ext): 210-222-2161 FAX (A/C, No): 210-222-1618 E-MAIL ADDRESS: npruski@catto.com | |
| INSURED F&W Electrical Contractors, Inc 6880 US Hwy 181 N. Floresville TX 78114 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A :Endurance American Insurance | 10641 |
| | INSURER B :Travelers Loyds Ins. Co. | 41262 |
| | INSURER C :Travelers Prop Cas Co of Amer | 25674 |
| | INSURER D :Travelers Indemnity Co. of CT | 25682 |
| | INSURER E :Texas Mutual Insurance Company | 22945 |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER: 259678720** **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 VVVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|----------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CO0127L624 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BA9091C768 | 12/31/2015 | 12/31/2016 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| D | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP5409B701 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| E | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | TSF0001102589 | 12/31/2015 | 12/31/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| A | <input type="checkbox"/> Excess Liability <input type="checkbox"/> Excess of Primary Umb | | | EXC30000021000 | 12/31/2015 | 12/31/2016 | Excess of Primary 5,000,000 |

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

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| For Insureds Use For Insureds Use Floresville TX 78114 | 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  |
|--|---|



OLD REPUBLIC

Old Republic Surety Company
Old Republic Insurance Company
Bituminous Casualty Corporation

Bond # BID

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we F & W Electrical Contractors, Inc.

as Principal, hereinafter called the Principal, and Old Republic Insurance Company

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Killeen

207A W. Avenue D, Killeen, Texas 76451

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Greatest Amount Bid

_____ Dollars (\$ 5% GAB),

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 REIL Installation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter 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.

Signed and sealed this 14th day of September, 2016

F & W Electrical Contractors, Inc.
Principal (Seal)

[Signature]
Witness

By: [Signature]
title: C.E.O.

Old Republic Insurance Company
Surety (Seal)

[Signature]
Witness
Ana Tomes

By: [Signature]
Attorney-in-Fact
Becky Landry



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint: GREG LEJUNE, BECKY LANDRY, ANA T. TOMES, MARY GAINER, OF SAN ANTONIO, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF SEVEN MILLION FIVE HUNDRED THOUSAND (\$7,500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of APRIL, 2015.

OLD REPUBLIC INSURANCE COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10TH day of APRIL, 2015, personally came before me, ALAN PAVLIC and PHYLLIS M. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/18

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5212

Signed and sealed at the City of Brookfield, WI this 14th day of September, 2016



Jane E. Cherry
Assistant Secretary

CATTO & CATTO LLP

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Surety Company's and/or Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-(800) 527-9834

You may also write to Old Republic Surety Company and/or Old Republic Insurance Company at:

**PO Box 569480
Dallas, TX 75356-9480**

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

1-(800) 252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or Old Republic Surety Company and/or Old Republic Insurance 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 Old Republic Surety Company's / Old Republic Insurance Company's para informacion o para someter una queja al:

1-(800) 527-9834

Usted tambien puede escribir a Old Republic Surety Company / Old Republic Insurance Company:

**PO Box 569480
Dallas, TX 75356-9480**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o Old Republic Surety Company / Old Republic Insurance Company 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.

010400 - PROPOSAL

Place Skylark Field, Killeen, Tx

Date 9/13/16

Proposal of F and W Electrical Contractors, Inc

a corporation organized and existing under the laws of the State of Texas

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

To: CITY OF KILLEEN

This bid results from your advertisement for bids for the construction of the **REIL INSTALLATION.**

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin procurement within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Notice to Procure". The Bidder shall submit a schedule of procurement to the engineer showing a timeline for procurement not to exceed sixty (60) days. Once procurement is completed, the Bidder will receive a "Work Order" or "Notice to Proceed" and agrees to complete the work within thirty (30) consecutive calendar days thereafter (except as modified in accordance with the General Provisions of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in General Provisions of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in General Provisions of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

Addendum No. 1 and _____
_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of Ninety (90) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within Ninety (90) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within the time specified in the Contract Documents after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a ~~certified check~~ bid bond (*strike one*)

in the amount of Five Percent (5%) of Greatest Amount Bid Dollars (\$ 5% GAB), being not less than five percent (5%) of the total amount of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract within three (3) days of being issued a Recommendation of Award and furnish the required bond within the prescribed ten (10) days of the Notice of Award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.



(Witness)

6880 US Hwy 181 N.

Floresville, Tx 78114

(Address)

6880 US Hwy 181 N.

Floresville, Tx 78114

(Office Address of Bidder)

F and W Electrical Contractors, Inc.

(Name of Bidder)

By 

James Freasier Jr. CEO

(Print Name and Title)

SEAL (If Bidder is a corporation)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified
in the Unit Price Schedule.

SKYLARK FIELD
REIL INSTALLATION
UNIT PRICE SCHEDULE

| ITEM NO. | SPEC. NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | BID AMOUNT |
|------------------|------------|--|------|--------------------|--------------|---------------------|
| 1 | SS-120-3.1 | Site Preparation | LS | 100% | \$ 7,000.00 | \$ 7,000.00 |
| 2 | SS-300-5.1 | Lockout/Tagout and Constant Current Regulator Calibration Procedures | LS | 100% | \$ 500.00 | \$ 500.00 |
| 3 | SS-305-5.1 | Directional Boring, 2-Way 2" C Polyethylene Conduits | LF | 200 | \$ 65.00 | \$ 13,000.00 |
| 4 | SS-310-5.1 | L-849A(L) Runway End Identification Lights System, Installed | LS | 100% | \$ 30,703.00 | \$ 30,703.00 |
| 5 | SS-310-5.2 | Runway End Identification Lights System Flight Check Mobilization | EA | 1 | \$ 2,000.00 | \$ 2,000.00 |
| 6 | SS-310-5.3 | Temporary Airfield Lighting | LS | 100% | \$ 500.00 | \$ 500.00 |
| 7 | SP-A01 | Owner's Protective Insurance | LS | 100% | \$ 750.00 | \$ 750.00 |
| Total Bid | | | | | | <u>\$ 54,453.00</u> |

010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. *F and W Electrical Contractors Inc.*
2. Permanent main office address. *6880 US Hwy 181 N Floresville, TX 78114*
3. When organized. *12/27/1985*
4. If a corporation, where incorporated. *Texas*
5. How many years have been engaged in the contracting business under your present firm or trade name? *30 years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *See attached*
7. General character of work performed by your company. *Electrical*
8. Have you ever failed to complete any work awarded to you? *no*
If so, where and why? *—*
9. Have you ever defaulted on a Contract? *no*
If so, where and why? *—*
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? *no*
If so, where and why? *—*
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. *See attached*
12. List your major equipment available for this Contract. *See attached*
13. Experience in construction work similar in importance to this project. *see attached*
14. Background and experience of the principal members of your organization, including the officers. *See attached*
15. Background and experience of the Master Electrician(s) licensed in the state of Texas issued by the Texas Department of Licensing and Regulation, who have proper skills in supervising, performing, and maintaining the electrical work. *See attached*

Provide Master Electrician(s) licenses for the qualified electrical supervisor(s) for supervising the 5 kV airfield lighting work and provide Journeyman(s) licenses for those that will assist in the work. Provide certifications and qualifications of each proposed 5 kV cable splicer, with minimum (3) years continuous experience in terminating/splicing medium voltage cables.
16. Credit available: \$ *2.5 million*.

Carlos Gutierrez
Vice President
Frost Bank Downtown Financial Center

17. Give Bank reference: 210-220-5528 carlos.gutierrez@frostbank.com

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications. yes

20. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given: n/a

- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
- (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
- (c) Criminal proceedings.

Dated at 3:11 pm this thirteenth day of September, 2016.

F and W Electrical Contractors, Inc.
(Name of Bidder)

By James L. Freasier

Title CEO

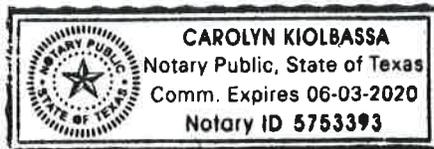
STATE OF Texas)
) SS.
COUNTY OF Wilson)

James L. Freasier being duly sworn deposes and says that he is
CEO of F and W Electrical Contractors, Inc.
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this thirteenth day of September, 2016.

Carolyn Kiobassa
(Notary Public)

My Commission Expires:
6/3/20



Question 6

Contracts on Hand

F&W ELECTRICAL CONTRACTORS, INC.
JOB HISTORY

| JOB # | CONTRACT DESCRIPTION | ORIGINAL CONTRACT AMOUNT | % COMPLETE |
|---------|---|--------------------------------|---------------|
| 14-1408 | US 83, Zapata | \$160,766 | |
| 14-1424 | NAS Corpus Christi | \$3,197,000 | 79% |
| 15-1445 | Fort Hood UAS | \$152,500 | 60% |
| 15-1452 | UPRR Westlake | \$420,780 | 92% |
| 15-1453 | Bexar County IH 410 | \$4,130,780 | 46% |
| 15-1456 | Guadalupe County - FM 3009 | \$65,595 | 50% |
| 15-1462 | NAS Mayport, FL | \$87,625 | 24% |
| 15-1463 | Dyess AFB | \$3,735 | 4% |
| 15-1464 | Jack Brooks RW 12-30 | \$108,865 | 28% |
| 16-1468 | San Marcos Airport | \$39,585 | 65% |
| 16-1469 | Mid Valley Airport RW/TW Ext. | \$293,371 | 15% |
| 16-1470 | Karnes County Airport | \$53,150 | 38% |
| 16-1474 | NASCC | \$6,028,132 | 5% |
| 16-1477 | Pearsall Rd. | \$3,000 | |
| 16-1478 | COSA Flashing Beacon | \$188,300 | |
| 16-1479 | Bexar County - IH35 | \$769,582 | |
| 16-1480 | Kerrville Beacon Replacement | \$8,500 | |
| 16-1482 | Hays County | \$52,668 | |
| 16-1485 | San Antonio Airport - RW 12R-30L | | |
| 16-1486 | Corpus Christi Airport Cable Replacement | \$16,568 | |
| 16-1487 | Mathis Field - San Angelo | \$94,000 | |
| 16-1488 | Union Pacific Beaumont Tower Retrofit | \$8,000 | |
| 16-1489 | Marion ISD | \$38,600 | |
| 16-1491 | Hays Co.- Buntion Creek Road, IH35 NBFR to Lehman | \$149,839 | |

Question 11

Recently Completed

F&W ELECTRICAL CONTRACTORS, INC.
JOB HISTORY

| JOB # | CONTRACT DESCRIPTION | % COMPLETE | DATE COMPLETED | FINAL CONTRACT AMOUNT |
|---------|-----------------------------|------------|----------------|-----------------------|
| 14-1393 | CCIA Runway Extension 13-31 | 100% | 04/16 | \$3,521,943 |
| 15-1435 | San Marcos Airport | 100% | 02/16 | \$937,112 |

F & W Electrical Contractors, Inc.

Available Equipment as of:

09/13/16

| Quantity | Description/Use |
|----------|--|
| 42 | Pickup trucks - 3/4 ton or larger to transport employees and small tools. |
| 38 | Utility and specialty trailers available to haul equipment and supplies. |
| 16 | Specialty trucks: Dump Trucks/Drilling Equipment/ Bucket Trucks/Freightliner |
| 3 | Cranes |
| 11 | Backhoes |
| 4 | Skidsteers |
| 3 | Forklifts |
| 6 | Excavator |
| 2 | Directional Boring Machine |

F & W also welding machines, air compressors, rammer compactors, trenchers, tampers, and excavators.

All equipment is in good condition. The average age of our vehicles is 4 years.

A detailed description of each piece of equipment is available upon request.

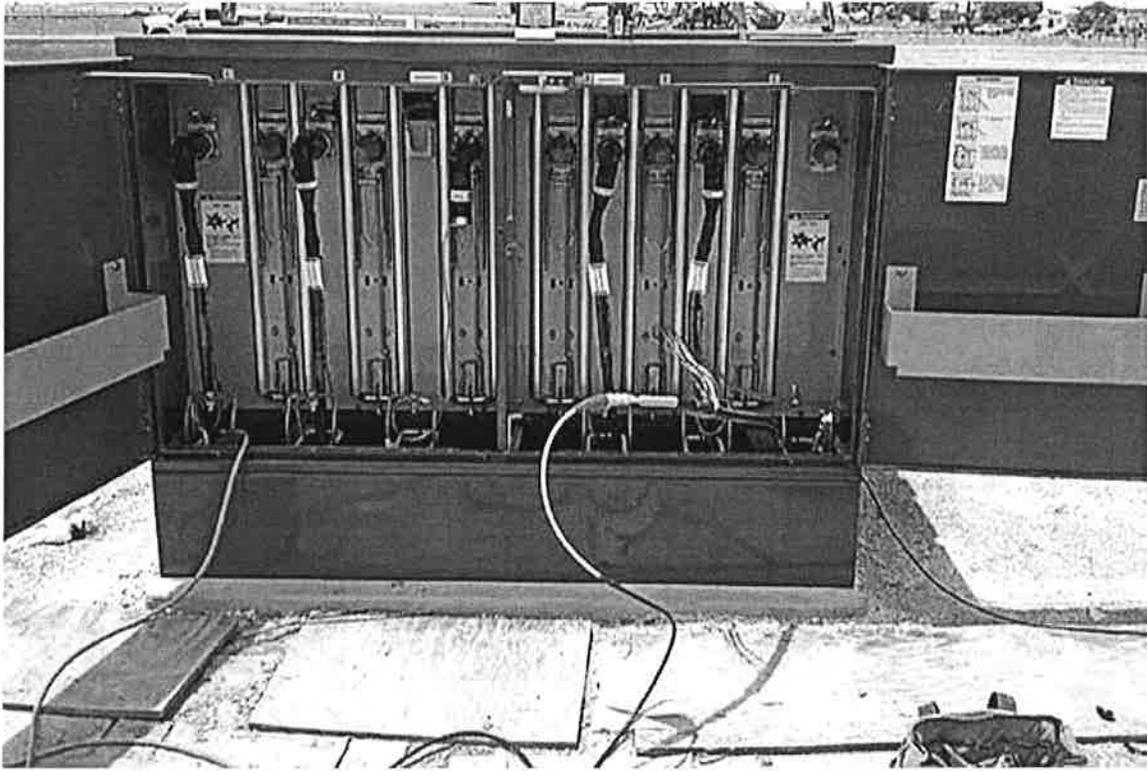
ATTACHMENT 1

| EXPERIENCE INFORMATION (To be completed by Contractor) | |
|--|--|
| 1. Contractor: Name: F&W Electrical Contractors, Inc. Address: 6880 US Hwy 181 N Floresville, TX 78114 | 2. Contract /Task Order(TO) /Purchase Order (PO) Number: Contract No W912BV-10-C-2001 |
| | 3. Contract/TO/PO Dollar Value: \$1,850,656.99 |
| | 4. Contract/TO /PO Status: <input type="checkbox"/> Active <input checked="" type="checkbox"/> Complete Completion Date (w/ extensions): <u>May 2012</u> Percentage Complete: <u>100%</u> |
| 5. Project Title: FY10 Repair Taxiways Location: <u>Altus AFB, OK</u> | |
| 6. Project Description-- to include the role of the contractor on the project and specific responsibilities of the contractor in performance of the effort: F&W served as an electrical subcontractor to Head Inc. Scope of work included demo, over 50,000 LF of 2" duct bank, over 100,000 LF of 5kv cable, over 600 LED MITL installations. In addition a control system modification was performed. | |
| 7. Project Owner or Project Manager for the Client – provide: Name: US Army Corp of Engineers Address: 1645 S 10 E Ave, Tulsa, OK 74128 Telephone Number and E-mail: (918) 669-7366 | |

ATTACHMENT 1

| EXPERIENCE INFORMATION (To be completed by Contractor) | |
|---|--|
| 1. Contractor: Name: F&W Electrical Contractors, Inc. Address: 6880 US Hwy 181 N Floresville, TX 78114 | 2. Contract /Task Order(TO) /Purchase Order (PO) Number: TIP 1284 IAH. FAA |
| | 3. Contract/TO/PO Dollar Value: \$2,346,239.57 |
| | 4. Contract/TO /PO Status: <input type="checkbox"/> Active <input checked="" type="checkbox"/> Complete Completion Date (w/ extensions): <u>May 2013</u> Percentage Complete: <u>100%</u> |
| 5. Project Title: ELD Power Cable Replacement Project Location: <u>Houston Intercontinental Airport, Houston, Texas</u> | |
| 6. Project Description-- to include the role of the contractor on the project and specific responsibilities of the contractor in performance of the effort: F&W served as an electrical subcontractor to Wells Global. Scope of work included demo, over 24,000 LF of various sized duct bank ranging for 1 way 2" to 5 way 4", over 3,000 LF of bores, over 36,000 LF of 15 KV MV cable, and switch gear installation. | |
| 7. Project Owner or Project Manager for the Client – provide: Name: Federal Aviation Admin. Address: Infrastructure Engineering Center, Fort Worth - A (AJW-C14E) Telephone Number and E-mail: 817-503-5018 gary.bagwell@faa.gov | |

ELD Power Cable Replacement Project
Houston Intercontinental Airport, Houston, Texas



ATTACHMENT 1

| EXPERIENCE INFORMATION (To be completed by Contractor) | |
|---|--|
| 1. Contractor: Name: F&W Electrical Contractors, Inc. Address: 6880 US Hwy 181 N Floresville, TX 78114 | 2. Contract /Task Order(TO) /Purchase Order (PO) Number: Contract No 9500490 AIP Grant No. 3-48-0064-102-2012 3. Contract/TO/PO Dollar Value: \$2,456,253 4. Contract/TO /PO Status: <input type="checkbox"/> Active <input checked="" type="checkbox"/> Complete Completion Date (w/ extensions): <u>February 2014</u> Percentage Complete: <u>100%</u> |
| 5. Project Title: Rehabilitate Airfield Lighting Systems FY 2012 Location: <u>Dallas/Fort Worth International Airport</u> | |
| 6. Project Description-- to include the role of the contractor on the project and specific responsibilities of the contractor in performance of the effort: <p>F&W served as an electrical subcontractor for Phillip May Corporation. Scope of work included demo, over 12,000 LF of various sized duct bank ranging for 1 way 2" to 10 way 2", over 1,800 LF of 10 way 2" bores, over 135,000 LF of 5 KV cable, 10 Way Plaza Junction Cans, Replacement of 10 Constant Current Regulators, installation of 575 LED Fixtures and 40 guidance signs on Taxiways Y & Z.</p> | |
| 7. Project Owner or Project Manager for the Client – provide: Name: DFW Airport Address: 3003 S Service Road, DFW Airport, TX 75261 Telephone Number and E-mail: 972-973-1758 | |

Carla S. Hild, CPA
4629 Silverton
Schertz, TX 78154
(210) 383-1765
c_hild@yahoo.com

- Objective:** To obtain a challenging position that requires a wide spectrum of responsibility and encourages teamwork and development throughout the company.
- Education:** MAFM, October, 2015; Keller Graduate School of Management, San Antonio, Texas.
BA, Accounting, December, 1987; University of West Florida, Pensacola, Florida.
- Experience:** Valuable experience in public and industry accounting to include: office management, administrative duties, supervisory responsibilities, computer setup, and network administration.
- 1997 – Present: Currently employed by F & W Electrical Contractors, Inc. as CFO/Office Manager. Responsibilities include preparation, analysis, and presentation of financial reports; supervision and review of accounting functions to include: A/R, A/P, job costing, payroll, general ledger, and monthly closing procedures; coordination of all audits; implementation and maintenance of sound policies and procedures; direct point of contact for banking, bonding compliance, and insurance for the company.
- 1991 – 1997: Holt Company of Texas; Accounting Manager. Supervised accounts receivable and cash management. Prepared and analyzed monthly financial statements. Reconciled and reviewed balance sheet accounts, analyzed budget variances. Administered and maintained company auto reimbursement program. Processed and prepared payroll data as needed.
- 1987 – 1989: Accountant, Gary L. Lamalie, CPA, Mary Esther, Florida.
Prepared federal income tax returns and extensions for individuals, partnerships, and corporations. Prepared payroll and state sales tax returns. Prepared and processed monthly client write-ups.
- 1987: Accountant, Douglas E. Young, CPA, Destin, Florida.
Prepared trial balances and federal income tax returns for individuals, partnerships, and corporations with emphasis on homeowner's associations. Assisted in a government audit.
- 1982 – 1984: Accounting Clerk, Greyhound Computer Corporation, Phoenix, Arizona.
Recorded accounts payable in general ledger, typed vouchers, maintained files. Promoted to Commissions Payable Clerk. Responsible for computing commissions based on present and residual value of contracts and equipment. Contributed to the implementation of a computerized commissioning program.
- 1977 – 1982: Communications Systems Analyst, US Air Force.
Identified communications data, processed intelligence reports, utilized advance computer systems to track aircraft movement, analyzed radio signals. Chief of quality control for communications activity center.



Electrical Contractors, Inc.

PO Box 98
Floresville, Texas 78114
(830) 393-0083
Fax (830) 393-4730

Company Resume

James L. Freasier, Jr.
President
Master Electrician

EDUCATION/PROFESSIONAL

MBA – International Business

BBA- The University of Texas at San Antonio, Major in Business Management,
concentration in Building Development.

LICENSES: Master Electrician - State of Texas
Master Electrician - Louisiana
FAA Private Pilot License
Texas Real Estate Sales License

TECHNICAL SKILLS

James possesses over 25 years experience with large residential, commercial, industrial, and airfield lighting projects to include all aspects of primary distribution, CATV, computer, communication, fire alarm, security systems, and airfield lighting systems.

WORK EXPERIENCE

James began his career in the electrical environment in 1976 as a project manager/superintendent with Hallmark Electric in San Antonio, Texas. After eight year with Hallmark Electric, James felt the need to move forward. During the next four years he worked with Fisk Electric located in San Antonio, Texas and then Webb Electric Company in Pensacola, Florida. While both jobs brought him new responsibilities as an estimator and Chief of Quality Control, James wanted to move back to his native home of Texas. In 1989, James returned to Texas and worked with F&W Electrical for the next two years. During these two years, James put together a business plan in order that he could one day own his own company. This dream became a reality in 1991. James formed his own company. One of James' specialties was in the arena of airfield lighting. An opportunity arose in 1994 when James' father bought out his partner. James was able to merge his company and his expertise with his father's company and expertise. Now they are co-owners of F&W Electrical Contractors, Inc. The combination of years of knowledge and expertise has enabled James to take F&W to new markets and to expand its revenues.



Electrical Contractors, Inc.

PO Box 98
Floresville, Texas 78114
(830) 393-0083
Fax (830) 393-4730

Company Resume

Mike Olguin
Chief Operating Officer (COO)
Master Electrician

EDUCATION/PROFESSIONAL

Certificate of Completion Electrical Occupations

Completion of Apprenticeship from US Department Labor

Certificate of Achievement Award St Phillips College Electrical Construction

Certificate of Completion Apprenticeship Training Program Independent Electrical Contractors,

LICENSES: Master Electrician – State of Texas

TECHNICAL SKILLS

Has approximately 13 years experience with large-scale commercial and industrial electrical projects and airfields lighting.

WORK EXPERIENCE

In 1983 he began working in various phases of electrical work. Projects he worked on included wiring for renovation at Fort Sam Houston, wiring of Electronic Center at Kelly AFB, new construction and underground electrical construction at Brady Green Hospital in San Antonio, Texas. In 1991 LVB Electrical Contractors needed an assistant superintendent for electrical construction to oversee the construction of the Hyatt Regency Hotel. Miguel was awarded this opportunity and construction was completed in three years. In 1993 Miguel came on board with F & W. Miguel's ability to get the job done, combined with the knowledge and expertise of the owners of F&W has enabled Miguel to enhance his existing technical skills as well as learn new areas within the electrical field. Miguel has proven himself to be a valuable asset to F & W. He currently oversees all field operations.



Electrical Contractors, Inc.

PO Box 98
Floresville, Texas 78114
(830) 393-0083
Fax (830) 393-4730

Company Resume

Julian Olguin
Journeyman Electrician

EDUCATION/PROFESSIONAL

Electrical Trade Courses at Fox Tech High School

Independent Electrical Contractors, Inc.; Trade School

LICENSES: Journeyman Electrician – State of Texas

TECHNICAL SKILLS

He has approximately 12 years experience with large scale commercial and industrial electrical projects, airfield lighting and sports field lighting.

WORK EXPERIENCE

In 1985 Julian took 3 years of the electrical trade courses at Fox Tech High School. He graduated from Fox Tech in 1988. He then took a 4-year course (September 1988 through June 1992) at I.E.C. (Independent Electrical Contractors, Inc.) Trade School. In 1993 he began his career in the electrical environment with F&W Electrical Contractors, Inc. His work includes repair and maintenance of both overhead and underground distribution and commercial and residential projects throughout Texas. Julian has been involved in 90% of our sports lighting projects. Julian played a key role in the Reliant Stadium project. He was in charge of the control wiring and cabinets, all of which are located at a height of 180'±. Julian's most recent project was lighting four fields for Boerne I.S.D. Julian's "can do" attitude and electrical knowledge keep him as one of F&W Electrical's most valuable superintendents.



Electrical Contractors, Inc.

PO Box 98
Floresville, Texas 78114
(830) 393-0083
Fax (830) 393-4730

Company Resume

Phillip Valls
Journeyman Electrician

EDUCATION/PROFESSIONAL

Flour Bluff High School (1985)

LICENSES: Journeyman Electrician – State of Texas

TECHNICAL SKILLS

Has approximately 12 years experience with large scale airport lighting projects, and commercial and industrial electrical projects.

WORK EXPERIENCE

Phillip attended Flour Bluff High School in 1985. He has been employed with F&W since 1993. Phillip began as a utility laborer, but due to his motivation, passion for knowledge and his show of dedication, he soon moved to higher positions. Phillip is now one of F&W's most dependable foremen. F&W has utilized Phillips knowledge on some of their major airport projects. A few of Phillip's work duties include on site supervision for F&W work crews, high voltage projects, airport lighting, operating heavy equipment when needed, and repair and maintenance of overhead and underground distribution. Phillip is an asset to F&W.



Electrical Contractors, Inc.

PO Box 98
Floresville, Texas 78114
(830) 393-0083
Fax (830) 393-4730

Company Resume

Christian Silva
Master Electrician

EDUCATION/PROFESSIONAL

Eagle Pass High School – Diploma

LICENSES: Master Electrician - State of Texas

TECHNICAL SKILLS

Electrician Pre-Apprentice Course – Gary Job Corp.
Completed Course in 1999

WORK EXPERIENCE

Chris graduated from Eagle Pass High School in 1998. After graduating, Chris took a one year course at Gary Job Corp and completed the Electrician Pre-Apprenticeship program in 1999. Chris began his career with F&W Electrical Contractors, Inc., in June of 2001. Chris took it upon his own to take the Journeyman Electrician test in both San Antonio and Austin. He obtained his license for Journeyman Electrician in Austin in 2002 and San Antonio in 2003. Some of Chris's initial work duties included repair and maintenance of both overhead and underground distribution and also commercial and residential projects through out Texas. Chris went on to work with F&W's airfield division, wiring electrical vaults, lighting, and signage as well as trouble shooting and service calls. Then in 2010 Chris obtained his Master Electrician License in the state of Texas. Chris is now the main project superintendent for the entire airfield division.

Chris's position with F&W has not only allowed him to expand his knowledge but to contribute to the company and to enable F&W to achieve the growth it's seeking.



Electrical Contractors, Inc.

PO Box 98
Floresville, Texas 78114
(830) 393-0083
Fax (830) 393-4730

Company Resume

Jose Leon Heridia
Superintendent/Foreman

EDUCATION/PROFESSIONAL

Sands High School (1982)

LICENSES: Apprentice Electrician - City of San Antonio

TECHNICAL SKILLS

Has approximately 15 years experience with large scale airport lighting projects, and commercial and industrial electrical projects.

WORK EXPERIENCE

Leon attended Sands High School in 1982. He has been employed with F&W since March 2000. Leon began as an operator, but due to his motivation, passion for knowledge and his show of dedication, he soon moved to Foreman/Superintendent. Leon is now one of F&W's most dependable and knowledgeable foremen. F&W has utilized Leons knowledge on some of their major airport projects. A few of Leon's work duties include on site supervision for F&W work crews, high voltage projects, airport lighting, operating heavy equipment when needed, and repair and maintenance of overhead and underground distribution. Leon is an asset to F&W.



**ELECTRICAL
CONTRACTORS, Inc.**

6880 US Highway 181 N
Floresville, TX 78114
Ph: (830) 393-0083
Fax: (830) 393-4730

Company Resume

Jay Dunn
Fleet Manager

EDUACTION/PROFESSIONAL

Floresville High School

LICENSES

Journeyman Electrician - State of Texas
Class "B" CDL

TECHNICAL SKILLS

35 years on the job training

WORK EXPERIENCE

While Jay was attending Floresville High School he took the Auto Mechanic Course. During the last year of high school Jay also worked at Richardson Chevy as a mechanic. From 1981 through 1984 Jay worked at Hallmark Electric as a concrete finisher, form setter, backhoe operator, etc. Jay then went to work for Bolf Sales and Service and worked as a heavy equipment operator and truck mechanic from 1984 through 1990.

Jay joined the F&W team as Head Mechanic in 1990 and has been with us since then. Some of Jays duties include maintenance and repair of all heavy equipment and the upkeep of our fleet of company vehicles. Jay is also in charge of scheduling all drilling and boring projects and seeing them through to completion.

Jay's position with F&W is vital and he has proved himself as a valuable asset to our company.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

F and W Electrical Contractors, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

n/a
(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 in this section is being disclosed.

n/a

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

n/a

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 named in this section AND the taxable income is not received from the local governmental entity?

n/a

Yes

No

C. Is the filer of this questionnaire employed by 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

Yes

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

n/a

4

James P. Treasings
Signature of vendor doing business with the governmental entity

9/13/16

Date

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, 2016, by and between
F&W Electrical Contractors, Inc. a Corporation
organized and existing under the laws of the State of Texas hereinafter called the
"Contractor", and CITY OF KILLEEN, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **REIL INSTALLATION** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the General Provisions

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) consecutive calendar days thereafter (except as modified in accordance with the General Provisions of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in General Provisions of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Contract
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. Bidder's Checklist of Required Items
- h. City of Killeen Terms and Conditions
- i. Performance and Payment Bonds
- j. General Provisions
- k. Special Provisions
- l. Technical Specifications
- m. Drawings
- n. Certificates of Insurance and Insurance Policies

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Texas, and shall comply with applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first written.

ATTEST: Cardyn Kiobassa
Cardyn Kiobassa

F&W Electrical Contractors, Inc.
(Contractor)
By Carla S. Hild
Carla S. Hild

Title: CFO

6880 US Hwy 181 N
(Street)

Floresville, TX 78114
(City)

(Owner)

ATTEST: _____ By _____

(Print the names underneath all signatures) Title: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
F&W Electrical Contractors, Inc
Floresville, TX United States

Certificate Number:
2016-113702

Date Filed:
09/19/2016

Date Acknowledged:

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

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

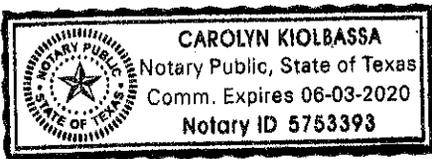
010600
REIL Installation

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Carla Hill

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carla Hill, this the 19th day of September, 2016, to certify which, witness my hand and seal of office.

Carolyn Kiolbassa

Signature of officer administering oath

Carolyn Kiolbassa

Printed name of officer administering oath

Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-125 **Version:** 1 **Name:** Appoint Interim City Manager
Type: Resolution **Status:** Resolutions
File created: 10/5/2016 **In control:** City Council Workshop
On agenda: 10/11/2016 **Final action:**
Title: Consider a memorandum/resolution appointing an Interim City Manager.
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

CITY COUNCIL MEMORANDUM

AGENDA ITEM

APPOINTMENT OF INTERIM CITY MANAGER

ORIGINATING DEPARTMENT

MAYOR AND COUNCIL

BACKGROUND INFORMATION

Lillian Ann Farris will no longer be serving as Interim City Manager effective October 10, 2016.

DISCUSSION/CONCLUSION

It is anticipated that the position of the City Manager will remain vacant until such time as a permanent City Manager is appointed. During this time, an Interim City Manager is necessary to carry out the duties of the office of the City Manager.

RECOMMENDATION

City Council recommends _____ to be Interim City Manager.



City of Killeen

Legislation Details

File #: OR-16-020 **Version:** 1 **Name:** Pay Freeze
Type: Ordinance **Status:** Ordinances
File created: 9/14/2016 **In control:** City Council
On agenda: 10/11/2016 **Final action:**
Title: Consider an ordinance to approve, for FY 17, suspension of compensation step increases for all city employees, including civil service employees. (Tabled from September 27, 2016 Regular City Council Meeting.)
Sponsors: Human Resources Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

| Date | Ver. | Action By | Action | Result |
|-----------|------|-----------------------|--------|--------|
| 10/4/2016 | 1 | City Council Workshop | | |
| 9/27/2016 | 1 | City Council | | |
| 9/20/2016 | 1 | City Council Workshop | | |

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Suspension of Compensation Step Increases
All Employees, FY 17**

ORIGINATING DEPARTMENT

City Manager

BACKGROUND INFORMATION

The FY 17 budget, adopted on September 13, 2016, included a suspension of compensation step increases for all city employees.

DISCUSSION/CONCLUSION

The City Council adopts the pay plan for all employees, which establishes the salary of all city employees. This includes all non-civil service employees, probationary fire and police officers, and those in civil service classifications authorized under the provisions of Texas Local Government Code 143.041.

This ordinance will approve a suspension of compensation step increases for all city employees in FY 17. The suspension will be effective October 1, 2016. The approval of the ordinance authorizes the use of the 2016-2017 pay plan, with no employee movement across steps.

FISCAL IMPACT

The adoption of the proposed ordinance has granted a net savings of \$736,121 in the FY 17 budget.

RECOMMENDATION

It is recommended that the City Council approve this ordinance, suspending compensation step increases for all city employees, including each classification in the City of Killeen Fire and Police Department, as provided in the previously-approved pay plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, SUSPENDING THE COMPENSATION STEP INCREASES OF ALL EMPLOYEES FOR FY 17; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2016, the City Council adopted the FY 17 budget, which included the suspension of compensation step increases for all employees for FY 17.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION I: That the compensation step increases for all employees, including both civil service and non-civil service employees, is hereby suspended for FY 17. Furthermore, the 2016-2017 pay plans for both civil service and non-civil service employees will remain in effect with no employee movement across steps for FY 17.

SECTION II: That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION III: That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV: That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V: That this ordinance shall be effective October 1, 2016.