

BID NO. 21-14

CITY OF KILLEEN, TEXAS



NEW TRAFFIC SIGNALS (2 LOCATIONS)

**SH 201 (CLEAR CREEK RD) AT BUNNY TRAIL
AND
ELMS RD AT TALLWOOD DR**

BID DUE DATE: FEBRUARY 19, 2021 at 2:00PM

ENGINEERING DEPARTMENT

**CITY OF KILLEEN
BELL COUNTY, TEXAS**

Kimley-Horn & Associates, Inc
10184 Jollyville Road, Building IV, Suite 200
Austin, Texas 78759
(512)-418-1771

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CITY OF KILLEEN, TEXAS

CITY OFFICIALS:

MAYOR

Jose L. Segarra

COUNCIL MEMBERS

Ken Wilkerson
Rick Williams
Mellisa Brown
Shirley Fleming
Debbie Nash-King
Steve Harris

CITY MANAGER

Kent Cagle

EXECUTIVE DIRECTOR OF PUBLIC WORKS

Danielle Singh, P.E., C.F.M.

CITY ENGINEER

MD Hossain, P.E., C.F.M.

COUNTY: BELL
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NOTICE TO BIDDERS
BID No. 21-14
NEW TRAFFIC SIGNALS (2 LOCATIONS)
KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for the construction of the **NEW TRAFFIC SIGNALS (2 LOCATIONS)**, addressed to Lorianne Luciano, Director of Procurement and Contract Management, City of Killeen, located at 802 N. 2nd Street, Building E, Room 215, Killeen Texas, 76541, until 2:00 p.m. on February 19th, 2021.

Bids will be opened and read aloud through zoom online video conferencing at 2:15 p.m. CST on February 19, 2021; **Zoom access is shown below. The general public will not be allowed inside the facility.** Bid submissions shall be plainly marked with the name and address of the bidder and **"Bid No. 21-14, NEW TRAFFIC SIGNALS (2 LOCATIONS)"**.

Zoom access:

For viewing the Bid Opening Meeting follow;

<https://zoom.us/j/94336616078?pwd=V2JDUXB2R3h5bTR3OGZNNIBvQWF0dz09>

Call: 1-346-248-7799

Meeting ID: 943 3661 6078

Password: 022409

An optional pre-bid conference will be held at 10:00 a.m. on February 5, 2021 via Zoom online video conferencing with the access information as shown below -

For viewing the Pre-Bid Meeting follow;

<https://zoom.us/j/97006686432?pwd=VTJYVFQzZ0pVQlk3ck5QN3NtNndLUT09>

Call: 1-346-248-7799

Meeting ID: 970 0668 6432

Password: 214857

All Pre-bid questions should be addressed to Jake Gutekunst, P.E. at jake.gutekunst@kimley-horn.com with a copy sent to City of Killeen Purchasing Department at solicitationquestions@killeentexas.gov and will be accepted up until 2 p.m. on February 11, 2021

The major items of work included in the Base Bid installing and making fully operational new traffic signals at the following locations in Killeen, TX:

- SH 201 (Clear Creek Road) at Bunny Trail
- Elms Road at Tallwood Drive

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This scope of work is not intended to be inclusive of all work to be performed under this contract. Refer to this Project Manual, Specifications, and Plan set for further information.

Prevailing wage rates have been established for this Project and are set out in the Project Manual. Such rates are a part of the Contract covering the Project.

Bids must be submitted on the bid forms provided by the City and accompanied by a bid security in an amount of five percent (5%) of the amount of the base bid, payable, without recourse, to the City of Killeen. The security may be in the form of a certified cashier's check or a Bid Bond in the same amount from a reliable surety company approved to do business in the State of Texas, as guarantee that the bidder will enter into a contract and execute a 100 percent performance bond and 100 percent payment bond and guaranty forms provided within ten (10) days after notice of award of contract to him. Bids not accompanied by certified cashier's check or bid bond will not be considered.

Plans, specifications, and bidding documents are available for download at www.civcastusa.com at no charge. This BID will also be published in the following websites: www.killeentexas.gov, www.civcastusa.com, <https://network.demandstar.com>, and <http://www.txsmartbuy.com/sp>.

Interested parties are responsible for monitoring the websites for information concerning the BIDS and any addenda issued. The City will not accept any BID submittal by facsimile, electronic transmission, or any method other than as stated in this BID.

Printed and bound plans, specifications and bidding documents may also be purchased for a non-refundable fee of \$75.00 per set from:

Kimley-Horn & Associates, Inc
10184 Jollyville Road, Building IV, Suite 200
Austin, Texas 78759
(512)-418-1771

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS
Lorianne Luciano, Director of Procurement and Contract Management

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Submit BIDS upon the prescribed forms, or copies thereof. Prepare BIDS in compliance with the requirements of the NOTICE TO BIDDERS, these instructions, and the instructions printed on the prescribed forms. All applicable blank spaces on the BID must be filled in as noted, in ink with amounts extended and totaled, and no changes made in the phraseology of the forms or of the items mentioned therein. Any BID may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the BID form, or in which any of the prices are obviously unbalanced or which fails to conform in any manner to the conditions of the NOTICE TO BIDDERS. The bidder must sign his BID in the blank space provided therefore. If the BID is made by a partnership, it must be signed on behalf of the partnership by one of the partners; if made by a corporation, it must be signed on behalf of the corporation by one of its officers. In order to ensure consideration, the BID must be enclosed in a sealed envelope plainly identified by the name of the project and addressed to the Owner as prescribed in the NOTICE TO BIDDERS.

2. INTERPRETATION OF CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS, AND PLANS:

Bidders desiring further information, or further interpretation of the Contract Documents and TECHNICAL SPECIFICATIONS and PLANS must make request for such information to the Engineer, prior to 48 hours before the bid opening. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound and made a part of the Contract. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Contract Documents, TECHNICAL SPECIFICATIONS, or PLANS, or should he be in doubt as to their meanings, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if they received all such addenda, complete files of which will be maintained in the office of the Engineer and in the Office designated to receive the BIDS.

3. AWARD OF CONTRACT

Unless he rejects all BIDS, the Owner will award the Contract within 60 days of bid opening, unless the time is extended by mutual consent. Award will be made on the basis of the greatest advantage to the Owner, considering all elements of the BIDS. The right is reserved to reject any or all BIDS and to waive technical defects, as the interest of the Owner may require.

4. CONDITIONS OF WORK:

Each bidder is expected to inform himself fully of the construction and labor conditions under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, TECHNICAL SPECIFICATIONS, and PLANS. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the considerations set forth in this BID. Any information given in regard to subsurface data, test borings, and similar conditions are to be considered approximate and does not relieve the bidder of the responsibility for its verification.

5. TIME OF COMPLETION:

The Owner will issue notice to proceed within 30 days of contract award, subject to the following timelines for construction of each signal.

Construction at the Elms Road at Tallwood Drive location shall not begin until after students have completed the 2020-2021 academic year and shall finish prior to students beginning the 2021-2022 academic year or within 1 month of class start date if approved by the City based on difficulties due to materials availability or other unavoidable reason.

Construction at the SH 201 (Clear Creek Road) at Bunny Trail locations shall be completed within 180 days of notice to proceed. Construction at this location may or may not coincide with construction of Elms Road at Tallwood Drive and this decision is up to the Contractor's discretion.

Liquidated damages in the amount of \$250 shall be assessed for the Elms Road at Tallwood Drive location for each day after the 2021-2022 academic year begins and shall be assessed for the SH 201 (Clear Creek Road) at Bunny Trail location for each day after the 180 days from notice proceed.

Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of the Owner and/or the Contractor. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. The Owner will exercise reasonable efforts to overcome the challenges presented by current circumstances, but the Owner will not be liable to the Contractor for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus. Contractor shall notify the owner in writing of any situations that arise that may affect the performance of this Agreement within 48 hours of being made aware of the situation.

6. DELIVERY OF PROPOSALS:

It is the bidder's responsibility to deliver his BID at the proper time to the proper place. The fact that a BID was dispatched will not be considered. The bidder must have the BID actually delivered.

7. SITE INVESTIGATION:

The Bidder acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions of the site, the conformation and facilities needed preliminary to and during prosecution of the Work.

8. QUALIFICATION OF BIDDERS:

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the Bidder is not properly qualified to carry out the obligations of the Contract. Conditional bids will NOT be accepted.

III. BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

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

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

2. Preparation of Bid

Bid will be prepared in accordance with the following:

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

3. Description of Supplies

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

4. Submission of Bid

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

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office,

City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 2nd Street
Bldg. E, Second Floor #215
Killeen, TX 76541

5. Rejection of Bid

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

6. Withdrawal of Bid

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

7. Late Bid or Modifications

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

8. Clarification or Objection to Bid Specifications

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

9. Discounts

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

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:
- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the municipality's needs | |

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

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

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or

more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

11. Bid Protest

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

12. Termination of Contract

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

13. Assurance of Compliance

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

14. Conflict of Interest Disclosure Questionnaire

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

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

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

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

15. Venue for Legal Action

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

16. Conflicts in Terms and Conditions for Bids

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

17. Insurance

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

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage Insurance.

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

B. Comprehensive Automobile Liability.

Bodily Injury

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

Property Damage

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

18. Verification by Vendor

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in

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Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

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

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

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

SIGNATURE: Hector Bass DATE: 02/17/2021
PRINT NAME: HECTOR BASS

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BID PROPOSAL

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

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

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

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

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

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

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

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SEE ATTACHMENT

Unit Prices

ITEM NO.	BID ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	UNIT AMOUNT
102	DRILL SHAFT (30 IN)	LF	23		
103	DRILL SHAFT (36 IN)	LF	26		
201			40		
104	MOBILIZATION	LS	1		
202			1		
105	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
203			2		
106	CONC SIDEWALKS (4")	SY	77		
107	CURB RAMPS (TY 7)	EA	8		
108	CONDT (PVC) (SCH 80) (2")	LF	575		
204			260		
109	CONDT (PVC) (SCH 80) (2") (BORE)	LF	195		
205			125		
110	CONDT (PVC) (SCH 80) (3")	LF	400		
206			550		
111	CONDT (PVC) (SCH 80) (3") (BORE)	LF	390		
207			250		
112	ELEC CONDR (NO.8) BARE	LF	1,335		
208			1,170		
113	ELEC CONDR (NO.8) INSULATED	LF	1,690		
209			1,480		
114	ELEC CONDR (NO.6) BARE	LF	130		
210			20		
115	ELEC CONDR (NO.6) INSULATED	LF	260		
211			40		
116	GROUND BOX TY D (162922)W/APRON	EA	5		
212			6		
117	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1		
213	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1		
118	ALUMINUM SIGNS (TY A)	SF	66		
214			55		
119	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	4		
215			2		
120	REMOVE SM RD SN SUP&AM	EA	5		
216			2		
121	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	110		
122	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	435		
217			85		
123	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2		
124	REFL PAV MRK TY II (Y) 4" (SLD)	LF	260		
125	ELIM EXT PAV MRK & MRKS (4")	LF	650		

SEE ATTACHMENT

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

SEE ATTACHMENT

218			135		
126	ELIM EXT PAV MRK & MRKS (24")	LF	200		
127	INSTALL HWY TRF SIG (ISOLATED)	EA	1		
219			1		
128	VEH SIG SEC (12")LED(GRN)	EA	10		
220			7		
129	VEH SIG SEC (12")LED(GRN ARW)	EA	2		
221			3		
130	VEH SIG SEC (12")LED(YEL)	EA	10		
222			7		
131	VEH SIG SEC (12")LED(YEL ARW)	EA	2		
223			3		
132	VEH SIG SEC (12")LED(RED)	EA	10		
224			7		
133	VEH SIG SEC (12")LED(RED ARW)	EA	2		
225			2		
134	PED SIG SEC (LED)(COUNTDOWN)	EA	8		
135	BACK PLATE (12")(3 SEC)	EA	12		
226			8		
227	BACK PLATE (12")(5 SEC)	EA	1		
136	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	1,185		
137	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	2,748		
228			1,570		
138	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	749		
229			906		
139	INS TRF SIG PL AM(S)1 ARM(24')LUM	EA	2		
140	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	1		
230			2		
141	INS TRF SIG PL AM(S)1 ARM(44')LUM	EA	1		
231			1		
142	PED POLE ASSEMBLY	EA	7		
143	PED DETECT PUSH BUTTON (APS)	EA	8		
144	PED DETECTOR CONTROLLER UNIT	EA	1		
145	REMOVE ROADWAY ILLUM ASSEMBLY (HPS)	EA	1		
146	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1		
232			1		
147	CAT 5 ETHERNET CABLE	LF	782		
233			877		
148	TMA (MOBILE OPERATION)	DAY	15		
234			15		
149	VANTAGE NEXT CAMERA	EA	5		
235			1		
236	VANTAGE NEXT VECTOR CAMERA	EA	3		
150	VANTAGE NEXT SYSTEM	EA	1		

SEE ATTACHMENT

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

SEE ATTACHMENT

237			1		
151	VANTAGE PEGASUS 5.8 GHZ BROAD BAND RADIO	EA	1		
238			1		
152	CITY PROJECT SIGN	EA	1		
239			1		
TOTAL BASE BID =					546,352.7

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: NATIONAL AMERICAN
INSURANCE COMPANY and _____

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

The work proposed to be done shall be accepted when fully completed and finished in accordance with NEW TRAFFIC SIGNALS (2 LOCATIONS) Plan Sheets and Specifications, to the satisfaction of the Engineer.

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

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

Addendum No. 1 dated 02/17/2021 Received 02/23/2021
Addendum No. 2 dated _____ Received _____
Addendum No. 3 dated _____ Received _____

This is a Bid of: ROAD SOLUTIONS Corporation, organized and existing under the laws of the State of TEXAS, or; a Partnership consisting of _____, or; and Individual, doing business as _____.

By: Hector Bass

Seal, if a Corporation

PRESIDENT
TITLE
1535 SNIDER LN, LUCAS TX 75002
MAILING ADDRESS
1535 SNIDER LN
STREET ADDRESS
LUCAS, TX
CITY AND STATE
214-552-4278
TELEPHONE NUMBER

COUNTY: BELL
 PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
 BID NO.: 21-14

Road Solutions, LLC
 1535 Snider Lane, Lucas TX 75002
 214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
102	DRILL SHAFT (30 IN)	LF	23.0	285.00	\$6,555.00	1
103	DRILL SHAFT (36 IN)	LF	26.0		\$9,490.00	2
201			40.0	365.00	\$14,600.00	3
104	MOBILIZATION	LS	1.0		\$32,500.00	4
202			1.0	32,500.00	\$32,500.00	5
105	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.0		\$13,000.00	6
203			2.0	6,500.00	\$13,000.00	7
106	CONC SIDEWALKS (4")	SY	77.0	135.00	\$10,395.00	8
107	CURB RAMPS (TY 7)	EA	8.0	2,500.00	\$20,000.00	9
108	CONDT (PVC) (SCH 80) (2")	LF	575.0		\$4,916.25	10
204			260.0	8.55	\$2,223.00	11
109	CONDT (PVC) (SCH 80) (2") (BORE)	LF	195.0		\$3,878.55	12
205			125.0	19.89	\$2,486.25	13
110	CONDT (PVC) (SCH 80) (3")	LF	400.0		\$5,352.00	14
206			550.0	13.38	\$7,359.00	15
111	CONDT (PVC) (SCH 80) (3") (BORE)	LF	390.0		\$11,524.50	16
207			250.0	29.55	\$7,387.50	17
112	ELEC CONDR (NO 8) BARE	LF	1335.0		\$1,615.35	18
208			1170.0	1.21	\$1,415.70	19
113	ELEC CONDR (NO 8) INSULATED	LF	1690.0		\$2,112.50	20
209			1480.0	1.25	\$1,850.00	21
114	ELEC CONDR (NO 6) BARE	LF	130.0		\$201.50	22
210			20.0	1.55	\$31.00	23
115	ELEC CONDR (NO 6) INSULATED	LF	260.0		\$413.40	24
211			40.0	1.59	\$63.60	25
116	GROUND BOX TY D (162922)W/APRON	EA	5.0		\$4,994.95	26
212			6.0	998.99	\$5,993.94	27
117	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1.0	5,850.00	\$5,850.00	28
213	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1.0	5,880.00	\$5,880.00	29
118	ALUMINUM SIGNS (TY A)	SF	66.0		\$2,744.94	30
214			55.0	41.59	\$2,287.45	31

COUNTY: BELL
 PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
 BID NO.: 21-14

Road Solutions, LLC
 1535 Snider Lane, Lucas TX 75002
 214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
119	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	4.0		\$2,870.16	32
215			2.0	717.54	\$1,435.08	33
120	REMOVE SM RD SN SUP&AM	EA	5.0		\$1,275.00	34
216			2.0	255.00	\$510.00	35
121	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	110.0	1.00	\$110.00	36
122	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	435.0		\$2,827.50	37
217			85.0	6.50	\$552.50	38
123	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2.0	250.00	\$500.00	39
124	REFL PAV MRK TY II (Y) 4" (SLD)	LF	260.0	1.25	\$325.00	40
125	ELIM EXT PAV MRK & MRKS (4")	LF	650.0		\$312.00	41
218			135.0	0.48	\$64.80	42
126	ELIM EXT PAV MRK & MRKS (24")	LF	200.0	4.50	\$900.00	43
127	INSTALL HWY TRF SIG (ISOLATED)	EA	1.0		\$31,000.00	44
219			1.0	31,000.00	\$31,000.00	45
128	VEH SIG SEC (12")LED(GRN)	EA	10.0		\$2,880.00	46
220			7.0	288.00	\$2,016.00	47
129	VEH SIG SEC (12")LED(GRN ARW)	EA	2.0		\$576.00	48
221			3.0	288.00	\$864.00	49
130	VEH SIG SEC (12")LED(YEL)	EA	10.0		\$2,880.00	50
222			7.0	288.00	\$2,016.00	51
131	VEH SIG SEC (12")LED(YEL ARW)	EA	2.0		\$576.00	52
223			3.0	288.00	\$864.00	53
132	VEH SIG SEC (12")LED(RED)	EA	10.0		\$2,880.00	54
224			7.0	288.00	\$2,016.00	55
133	VEH SIG SEC (12")LED(RED ARW)	EA	2.0		\$576.00	56
225			2.0	288.00	\$570.00	57
134	PED SIG SEC (LED)(COUNTDOWN)	EA	8.0	699.25	\$5,594.00	58
135	BACK PLATE (12")(3 SEC)	EA	12.0		\$2,220.00	59
226			8.0	185.00	\$1,480.00	60
227	BACK PLATE (12")(5 SEC)	EA	1.0	188.00	\$188.00	61
136	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	1185.0	1.28	\$1,516.80	62

COUNTY: BELL
 PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
 BID NO.: 21-14

Road Solutions, LLC
 1535 Snider Lane, Lucas TX 75002
 214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
137	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	2748.0		\$9,618.00	63
228			1570.0	3.50	\$5,495.00	64
138	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	749.0		\$3,108.35	65
229			906.0	4.15	\$3,759.90	66
139	INS TRF SIG PL AM(S)I ARM(24')LUM	EA	2.0	9,550.00	\$19,100.00	67
140	INS TRF SIG PL AM(S)I ARM(40')LUM	EA	1.0		\$10,650.00	68
230			2.0	10,650.00	\$21,300.00	69
141	INS TRF SIG PL AM(S)I ARM(44')LUM	EA	1.0		\$11,000.00	70
231			1.0	11,000.00	\$11,000.00	71
142	PED POLE ASSEMBLY	EA	7.0	2,185.00	\$15,295.00	72
143	PED DETECT PUSH BUTTON (APS)	EA	8.0	679.78	\$5,438.24	73
144	PED DETECTOR CONTROLLER UNIT	EA	1.0	4,000.00	\$4,000.00	74
145	REMOVE ROADWAY ILLUM ASSEMBLY (HPS)	EA	1.0	755.00	\$755.00	75
146	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1.0		\$5,955.00	76
232			1.0	5,955.00	\$5,955.00	77
147	CAT 5 ETHERNET CABLE	LF	782.0		\$2,346.00	78
233			877.0	3.00	\$2,631.00	79
148	TMA (MOBILE OPERATION)	DAY	15.0		\$4,500.00	80
234			15.0	300.00	\$4,500.00	81
149	VANTAGE NEXT CAMERA	EA	5.0		\$18,900.00	82
235			1.0	3,780.00	\$3,780.00	83
236	VANTAGE NEXT VECTOR CAMERA	EA	3.0	4,550.00	\$13,650.00	84
150	VANTAGE NEXT VECTOR SYSTEM	EA	1.0		\$9,550.00	85
237			1.0	9,550.00	\$9,550.00	86
151	VANTAGE PEGASUS 5.8 GHZ BROAD BAND RADIO	EA	1.0		\$2,750.00	87
238			1.0	2,750.00	\$2,750.00	88
152	CITY PROJECT SIGN	EA	1.0		\$1,500.00	89
239			1.0	1,500.00	\$1,500.00	90
				TOTAL	\$546,352.71	

COUNTY: BELL
 PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
 BID NO.: 21-14

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
 Road Solutions, LLC

as Principal, and firmly bound unto City of Killeen, TX

as owner in the sum of
 \$Five percent (5%) of Bid Amount as the proper measure of liquidated damages for the
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
 executors, administrators, successors and assigns.

Signed this 18th day of February, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to The City
 of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing,
 for the **NEW TRAFFIC SIGNALS (2 LOCATIONS)**

Now, Therefore,

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

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

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

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

Road Solutions, LLC (L.S.)

Principal

Hector Bass

National American Insurance Company

Surety

David Salavitch

By: _____

David S. Salavitch, Attorney in Fact

SEAL



**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Bond No. CBB0060017

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

David S. Salavitch, Luke P. Sealer, Robert L. Cox, II

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 18th day of February, 2021



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

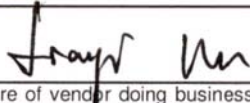
☐ Yes

☐ No

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

N/A

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

7 
Signature of vendor doing business with the governmental entity

02/23/2021
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF CORPORATE RESOLUTION

1. HECTOR BASS, Secretary, hereby certify as follows:
1. I am the duly elected, qualified and acting Secretary of ROAD SOLUTIONS, LLC,
TEXAS corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State
of TEXAS, and is duly qualified to transact business and to own, operate and develop its
properties in the State of TEXAS.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally
adopted on FEB. 17, 2021 by the Board of Directors of the Corporation in
accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly
entered in the minutes of such meeting in the minute book of the corporation and have not been
rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold
respective offices set opposite their names:

TERESA BENAVIDES : President

HECTOR BASS : Vice President

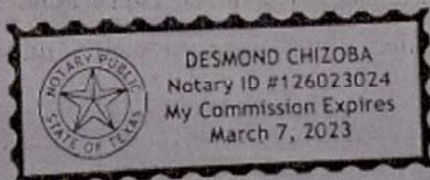
HECTOR BASS : Secretary

TO CERTIFY WHICH I have executed this certificate this 17 day of FEB, 2021,
2020.

Hector Bass
Secretary

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 17th day of Feb,
2021 by HECTOR BASS, Secretary, of
ROAD SOLUTIONS, LLC, a corporation, on behalf of
said Corporation.



Desmond Chizoba
Notary Public, State of Texas
Name: Desmond Chizoba
My commission expires March 7, 2023

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

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

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

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

- (2) the vendor:

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

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

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:
2021-715377

Date Filed:
02/09/2021

Date Acknowledged:

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

ROAD SOLUTIONS, LLC
LUCAS, 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 21-14
TRAFFIC SIGNALS INSTALLATION

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is HECTOR BASS, and my date of birth is 05/09/1962.

My address is 1535 SNIDER LN, LUCAS, TX, 75002, USA.
(street) (city) (state) (zip code) (country)

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

Executed in COLLIN County, State of TEXAS, on the 17TH day of FEB, 20 21.
(month) (year)

Hector Bass

Signature of authorized agent of contracting business entity
(Declarant)



City of Killeen

ADDENDUM NO. 1 for BID 21-14

NEW TRAFFIC SIGNALS (2 LOCATIONS)

BID DUE DATE: FEBURARY 25, 2021 @ 2:00 p.m.

Today's date: February 17, 2021

The following changes to the bid deadline date have been updated for the Bid name and number above. This addendum will serve as official notification of the change in dates. The changes are in *italics and underlined* below.

- The BID Document reads "The City of Killeen will received sealed bids...until 2:00 pm on February 19, 2021"
- The updated deadline date is 2:00 pm on February 25, 2021
- Updated Zoom information for the bid opening will be issued via addendum prior to the due date.

Lorianne
Luciano

Digitally signed by Lorianne Luciano
DN: cn=Lorianne Luciano, o=City of
Killeen, ou,
email=luciano@killeentexas.gov, c=US
Date: 2021.02.17 18:07:11 -06'00'

Lorianne Luciano
Director of Procurement & Contract Mgmt.

Acknowledgement:

Signature: Hector Bass

Print Name: HECTOR BASS

Title: PRESIDENT

Company: ROAD SOLUTIONS

Date: 02/23/2021

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

Road Solutions, LLC
1535 Snider Lane, Lucas TX 75002
214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
102	DRILL SHAFT (30 IN)	LF	23.0	285.00	\$6,555.00	1
103	DRILL SHAFT (36 IN)	LF	26.0		\$9,490.00	2
201			40.0	365.00	\$14,600.00	3
104	MOBILIZATION	LS	1.0		\$32,500.00	4
202			1.0	32,500.00	\$32,500.00	5
105	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.0		\$13,000.00	6
203			2.0	6,500.00	\$13,000.00	7
106	CONC SIDEWALKS (4")	SY	77.0	135.00	\$10,395.00	8
107	CURB RAMPS (TY 7)	EA	8.0	2,500.00	\$20,000.00	9
108	CONDT (PVC) (SCH 80) (2")	LF	575.0		\$4,916.25	10
204			260.0	8.55	\$2,223.00	11
109	CONDT (PVC) (SCH 80) (2") (BORE)	LF	195.0		\$3,878.55	12
205			125.0	19.89	\$2,486.25	13
110	CONDT (PVC) (SCH 80) (3")	LF	400.0		\$5,352.00	14
206			550.0	13.38	\$7,359.00	15
111	CONDT (PVC) (SCH 80) (3") (BORE)	LF	390.0		\$11,524.50	16
207			250.0	29.55	\$7,387.50	17
112	ELEC CONDR (NO.8) BARE	LF	1335.0		\$1,615.35	18
208			1170.0	1.21	\$1,415.70	19
113	ELEC CONDR (NO.8) INSULATED	LF	1690.0		\$2,112.50	20
209			1480.0	1.25	\$1,850.00	21
114	ELEC CONDR (NO.6) BARE	LF	130.0		\$201.50	22
210			20.0	1.55	\$31.00	23
115	ELEC CONDR (NO.6) INSULATED	LF	260.0		\$413.40	24
211			40.0	1.59	\$63.60	25
116	GROUND BOX TY D (162922)W/APRON	EA	5.0		\$4,994.95	26
212			6.0	998.99	\$5,993.94	27
117	ELC SRV TY D 120/240 070(NS)AL(E)SP(U)	EA	1.0	5,850.00	\$5,850.00	28
213	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	EA	1.0	5,880.00	\$5,880.00	29
118	ALUMINUM SIGNS (TY A)	SF	66.0		\$2,744.94	30
214			55.0	41.59	\$2,287.45	31

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

Road Solutions, LLC
1535 Snider Lane, Lucas TX 75002
214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
119	IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	4.0		\$2,870.16	32
215			2.0	717.54	\$1,435.08	33
120	REMOVE SM RD SN SUP&AM	EA	5.0		\$1,275.00	34
216			2.0	255.00	\$510.00	35
121	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	110.0	1.00	\$110.00	36
122	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	435.0		\$2,827.50	37
217			85.0	6.50	\$552.50	38
123	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2.0	250.00	\$500.00	39
124	REFL PAV MRK TY II (Y) 4" (SLD)	LF	260.0	1.25	\$325.00	40
125	ELIM EXT PAV MRK & MRKS (4")	LF	650.0		\$312.00	41
218			135.0	0.48	\$64.80	42
126	ELIM EXT PAV MRK & MRKS (24")	LF	200.0	4.50	\$900.00	43
127	INSTALL HWY TRF SIG (ISOLATED)	EA	1.0		\$31,000.00	44
219			1.0	31,000.00	\$31,000.00	45
128	VEH SIG SEC (12")LED(GRN)	EA	10.0		\$2,880.00	46
220			7.0	288.00	\$2,016.00	47
129	VEH SIG SEC (12")LED(GRN ARW)	EA	2.0		\$576.00	48
221			3.0	288.00	\$864.00	49
130	VEH SIG SEC (12")LED(YEL)	EA	10.0		\$2,880.00	50
222			7.0	288.00	\$2,016.00	51
131	VEH SIG SEC (12")LED(YEL ARW)	EA	2.0		\$576.00	52
223			3.0	288.00	\$864.00	53
132	VEH SIG SEC (12")LED(RED)	EA	10.0		\$2,880.00	54
224			7.0	288.00	\$2,016.00	55
133	VEH SIG SEC (12")LED(RED ARW)	EA	2.0		\$570.00	56
225			2.0	288.00	\$570.00	57
134	PED SIG SEC (LED)(COUNTDOWN)	EA	8.0	699.25	\$5,594.00	58
135	BACK PLATE (12")(3 SEC)	EA	12.0		\$2,220.00	59
226			8.0	185.00	\$1,480.00	60
227	BACK PLATE (12")(5 SEC)	EA	1.0	188.00	\$188.00	61
136	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	1185.0	1.28	\$1,516.80	62

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

Road Solutions, LLC
1535 Snider Lane, Lucas TX 75002
214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
137	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	2748.0		\$9,618.00	63
228			1570.0	3.50	\$5,495.00	64
138	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	749.0		\$3,108.35	65
229			906.0	4.15	\$3,759.90	66
139	INS TRF SIG PL AM(S)11 ARM(24")LUM	EA	2.0	9,550.00	\$19,100.00	67
140	INS TRF SIG PL AM(S)11 ARM(40")LUM	EA	1.0		\$10,650.00	68
230			2.0	10,650.00	\$21,300.00	69
141	INS TRF SIG PL AM(S)11 ARM(44")LUM	EA	1.0		\$11,000.00	70
231			1.0	11,000.00	\$11,000.00	71
142	PED POLE ASSEMBLY	EA	7.0	2,185.00	\$15,295.00	72
143	PED DETECT PUSH BUTTON (APS)	EA	8.0	679.78	\$5,438.24	73
144	PED DETECTOR CONTROLLER UNIT	EA	1.0	4,000.00	\$4,000.00	74
145	REMOVE ROADWAY ILLUM ASSEMBLY (HPS)	EA	1.0	755.00	\$755.00	75
146	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1.0		\$5,955.00	76
232			1.0	5,955.00	\$5,955.00	77
147	CAT 5 ETHERNET CABLE	LF	782.0		\$2,346.00	78
233			877.0	3.00	\$2,631.00	79
148	TMA (MOBILE OPERATION)	DAY	15.0		\$4,500.00	80
234			15.0	300.00	\$4,500.00	81
149	VANTAGE NEXT CAMERA	EA	5.0		\$18,900.00	82
235			1.0	3,780.00	\$3,780.00	83
236	VANTAGE NEXT VECTOR CAMERA	EA	3.0	4,550.00	\$13,650.00	84
150	VANTAGE NEXT VECTOR SYSTEM	EA	1.0		\$9,550.00	85
237			1.0	9,550.00	\$9,550.00	86
151	VANTAGE PEGASUS 5.8 GHZ BROAD BAND RADIO	EA	1.0		\$2,750.00	87
238			1.0	2,750.00	\$2,750.00	88
152	CITY PROJECT SIGN	EA	1.0		\$1,500.00	89
239			1.0	1,500.00	\$1,500.00	90
				TOTAL	\$546,346.71	

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

Road Solutions, LLC
1535 Snider Lane, Lucas TX 75002
214-552-4278

BOI	DESCRIPTION	UN	QTY	Bid Price	Amount	Seq
Contact: Hector Bass						
Email: hbass@Roadsol.com						
Phone: 214-552-4278						

COUNTY: BELL
PROJECT: NEW TRAFFIC SIGNALS (2 LOCATIONS)
BID NO.: 21-14

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CITY OF KILLEEN

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

P. O. BOX 1329

KILLEEN, TX 76540-1329

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Danielle Singh P.E. CFM

Title: Executive Director of Public Works

Address: 3201-A South WS Young Drive

Killeen, TX 76542

Phone: (254) 616-3180

Facsimile: (254) 616-3182

CONTRACTOR:

ROAD SOLUTIONS, LLC.

By: [Signature]

[CORPORATE SEAL]

Attest _____

Address for giving notices:

1535 SNIDER LN.

LUCAS, TX, 75002

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: HECTOR D. BASS

Title: PRINCIPAL

Phone: 214-552-4278

Facsimile: _____