



REQUEST FOR PROPOSALS

The City of Keller, Texas (the City) is soliciting proposals for FY2022 Water & Sewer Service Installations. The successful Contractor shall agree to provide the City with the specific equipment and services as outlined in the Specifications.

RFP Due Time/Date: 5:00 P.M., Friday, October 22, 2021

Designate on the front, lower left-hand corner of your response, the following:

RFP: 22-001
Subject: FY2022 Water & Sewer Service Installations
DO NOT OPEN – RFP DOCUMENTS

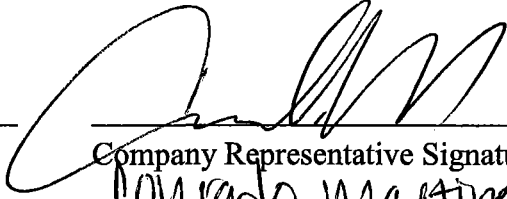
RFP Mailing: City of Keller
Address: Purchasing Agent
P.O. Box 770
Keller, Texas 76244

RFP Courier: City of Keller
Delivery Address: Purchasing Agent
1100 Bear Creek Pkwy.
Keller, Texas 76248

For convenience at RFP opening, enter proposal on this cover page and include in a sealed response envelope. DO NOT place price proposal on the outside of the sealed response envelope.

Total Annual Cost: \$ 104,700.00 (dollars)

CONTRACTOR INFORMATION:

<u>Tex-Pro Construction, LLC</u> Company Name	 Company Representative Signature
<u>2666 Quinn Street</u> Address	<u>Conrado Martinez</u> Company Representative Printed Name
<u>Fort Worth TX 76105</u> City, State & Zip	<u>Owner</u> Title
<u>(817) 705-1459</u> Area Code & Telephone Number	<u>10/18/2021</u> Date

OFFICIAL SIGNATURE PAGE

*** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED ***

	REQUIRED	SUBMITTED
1. Bid Bond	<u> X </u>	<u> ✓ </u>
2. References	<u> X </u>	<u> ✓ </u>
3. Signature Page	<u> X </u>	<u> ✓ </u> ?
4. Conflict of Interest Questionnaire	<u> X </u>	<u> ✓ </u>
5. HB 89 Verification	<u> X </u>	<u> ✓ </u>
6. Ack. Of Insurance	<u> X </u>	<u> ✓ </u>

A Performance Bond, Payment Bond and Maintenance Bond are not required as a part of this submission, but will be required upon award of a contract.

City of Keller
Public Works Water & Sewer Service Installations

We, the proposer have read all of the requirements set forth in this proposal including specifications, instructions, conditions and pertinent information regarding the services being proposed on, and we agree to furnish these services at the prices stated below:

BID SCHEDULE

Item	Description	Quantity	Unit	Unit Price	Extended
1	Mobilization/Demobilization (1 per Location)	20	Each	\$500.00	\$10,000.00
2	Traffic Control (1 per Location)	20	Each	\$500.00	\$10,000.00
3	Trench Safety (1 per Location)	20	Each	\$500.00	\$10,000.00
4	1" Single Water Service (Short) with Meter Box (per Detail W-19A)	7	Each	\$1500.00	\$10,500.00
5	1" Single Water Service (Long) with Meter Box (per Detail W-19A)	6	Each	\$1800.00	\$10,800.00
6	Bore for Long-Side Water Service	200	LF	\$45.00	\$9,000.00
7	4" Sewer Service (Short) with City-Side Cleanout	4	Each	\$1300.00	\$5,200.00
8	4" Sewer Service (Long) with City-Side Cleanout	3	Each	\$1,500.00	\$4,500.00
9	Bore for Long-Side Sewer Service	100	LF	\$70.00	\$7,000.00
10	Install City-Side Cleanout on Existing Sewer Service @ ROW	10	Each	\$1500.00	\$15,000.00
11	Core MH and Connect 4" Sewer Service	2	Each	\$1800.00	\$3,600.00
12	Grass Sod Replacement (includes 4" Top Soil)	100	SY	\$17.00	\$1,700.00
13	Remove & Replace 4" Concrete Sidewalk	10	SY	\$70.00	\$700.00
14	Remove & Replace 6" Concrete Pavement	10	SY	\$110.00	\$1,100.00
15	Remove & Replace Asphalt Pavement	40	SY	\$65.00	\$2,600.00
16	Bonds (not to exceed 3% of total bid)	1	LS	\$3,000.00	\$3,000.00
TOTAL AMOUNT BID:					\$104,700.00

***** THIS PAGE MUST BE COMPLETED OR THE RFP WILL BE REJECTED *****



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Document A310™ – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Tex-Pro Construction, LLC

1005 Chicago Avenue

Fort Worth, TX 76105

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, TX 77040

a corporation duly organized under the laws of the State of _____ Texas

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

(Here insert full name and address or legal title of Owner)

City of Keller

1100 Bear Creek Parkway

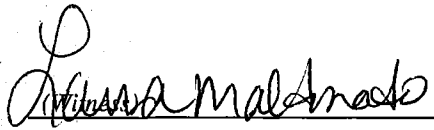
Keller, TX 76248

as Oblige, hereinafter called the Oblige, in the sum of One Thousand Five Hundred Dollars---
(\$ 1,500.00-----), 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.

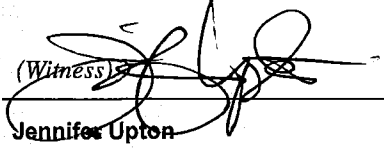
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
RFP: 22-001, FY2022 Water & Sewer Service Installations

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Oblige 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.

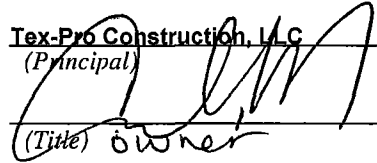
Signed and sealed this 22nd day of October, 2021




(Witness)



Jennifer Upton Witness



Tex-Pro Construction, LLC
(Principal) (Seal)
(Title) owner



U.S. Specialty Insurance Company
(Surety)
(Title) Attorney-in-Fact (Seal)

Elena Sells

U.S. Specialty Insurance Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

1. To obtain information or make a complaint:
2. You may contact your agent.
3. You may call the company's toll free telephone number for information or to make a complaint at:

1-800-486-6695

4. You may also write to the company at:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

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

1-800-252-3439

6. You may write to the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **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:
- Puede comunicarse con su agente.
- Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

1-800-486-6695

- Usted tambien puede escribir a la compa ia:

801 S. Figueroa Street, Suite 700
Los Angeles, CA 90017

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

1-800-252-3439

- Puede escribir al Departamento de Seguros de Texas al:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax No. (512) 490-1007
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.texas.gov

- DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

- UNA ESTE AVISO A SU POLIZA**

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



POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Steven W. Lewis, Kathy Sells, Lanny Land, Elena Sells, Jennifer Upton or Paul Fredette of Grapevine, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (***\$15,000,000.00***) . This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



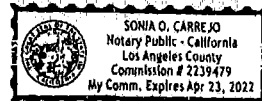
By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

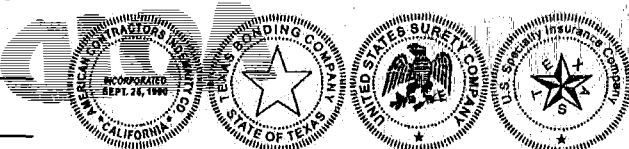
Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22nd day of October, 2021.

Corporate Seals
Bond No. N/A
Agency No. 18799



[Signature]
Kio Lo, Assistant Secretary

notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P.O. Box 770, Keller, TX 76244 within (10) days of notification.

37. ANNUAL CONTRACT FUNDING

The City operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this RFP/contract is subject to cancellation if funds for this commodity/service are not approved in the next fiscal year.

38. COOPERATIVE PURCHASING

Bidders agree to extend prices, terms and conditions to any and all governmental entities that have entered into or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller. As such, the City of Keller has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The bidder may be asked to provide products/services, based upon the RFP price, to any other governmental entity. Bidder/vendor acknowledges that other governmental entities are eligible, but not obligated, to purchase products/services under this contract. Any and all purchases by governmental entities other than the City of Keller will be billed directly, and shall not be considered in any way an obligation of the City of Keller. As such, other governmental agencies will order their own products/services from the contractor as needed.

Should other governmental entities decide to participate in this contract, please indicate whether you, as bidder/vendor, agree that all terms, conditions, specifications, and pricing would apply.

Yes

No

CM Initial

****Non-response to the Cooperative Purchasing Section will indicate the bidder does not wish to participate with other governmental entities.**

39. CONTRACT CLAUSE

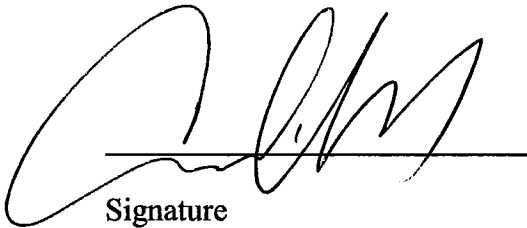
All bidders understand and agree that the bidder's response to this RFP will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded or amended only if replaced with a more extensive contract that is agreed to by both parties.

40. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a RFP for this project, I am aware of the insurance requirements outlined in these specifications (Section 44-48). If I am awarded the RFP, I will comply with all insurance requirements within 10 working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the RFP.


Signature

Conrado Martinez
Printed name

Name of Company: Tex-pro construction, LLC

Address of Company: 2466 Quinn street

City, State & Zip: FORT WORTH TX 76105

Telephone Number: (817) 705-1459 Date: 10/20/2021

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047 OR
Austin, TX 78711-3047
(512) 463-5872

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: N/A

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

REFERENCES
ATTACHMENT I

1. Company Johnson County
Address 740 FM 3048 Joshua TX 760588
Phone (817) 760-5228 Email tyles@jcsud.com
Contact Tyler Wiles

2. Company City of Crowley
Address 105 E. Hampton Rd. Crowley TX 76036
Phone (817) 297-2201 ext. 3240 Email melgin@ci.Crowley.tx.us
Contact Matt Elgin

3. Company City of Sachau
Address 205 Brunda Lane
Phone 817 339 2281 Email trnton.tidwell@kimberly-horn.com
Contact Trnton Tidwell

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

House Bill 89 VERIFICATION

I, Conrado Martinez (Person name), the undersigned

representative of (Company or Business name) Tex-Pro Construction, LLC

(hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Keller, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations 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; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/20/2021

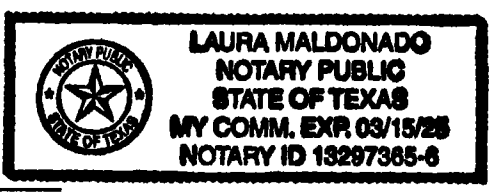
DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 20th day of October, 2021, personally appeared Conrado Martinez, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature]
NOTARY SIGNATURE



****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

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.

Tex-Pro Construction, LLC

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

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

N/A

Name of Officer

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

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

Yes

No

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

Yes

No

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

N/A

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

7 [Signature]
Signature of vendor doing business with the governmental entity

10/20/2021
Date

****THIS PAGE MUST ACCOMPANY THE RFP OR RFP WILL BE REJECTED****

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/html/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.