BIDDER:	

BID FORMS

CITY OF COPPERAS COVE COPPERAS COVE, TEXAS NORTHWEST WWTP CLARIFIER REHABILITATION PROJECT CONTRACT 1-2025 BID NO. PW 2025-03-84

Prepared by:

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833
www.strand.com

Issued for Bid September 5, 2025



BID FORM

Bid	lding	Firm:	_		
Ado	dress	:			
Cit	y:				
Sta	te, Zi	p:			
PR	OJEC	CT IDENTIFICATION:	Bid No. PV	WWTP Clarifier Reha V 2025-03-84 operas Cove, Texas	bilitation Project
TH	IS BI	D IS SUBMITTED TO:	ATTN: Cy 1601 N. 1 st	Cove Public Works Denthia Taylor Street Cove, Texas 76522	partment
A.	Agr Wo	eement with OWNER, in	the form including the form	uded in the Contract Dact Documents for the	accepted, to enter into an Documents, to complete all Contract Price, and within Contract Documents.
В.	with ope and	nout limitation those dealing for ninety (90) days after	ng with the di er the day of rity and other	sposition of Bid Secur Bid opening. BIDDER documents required b	tion to Bidders, including rity. This Bid will remain R will sign the Agreement by the Contract Documents ard.
C.	In s	ubmitting this Bid, BIDDI	ER represents,	as more fully set forth	in the Agreement, that:
	1.		which is her	eby acknowledged,	ents and of the following and also copies of the
		<u>Numbe</u>	<u>r</u>	<u>Date</u>	
	2.	BIDDER has examined	the site and l	ocality where the Wo	ork is to be performed, the

legal requirements (federal, state and local laws, ordinances, rules and regulations) and

the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

- 3. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.
- D. BIDDER hereby agrees to maintain the unit prices shown on the Bid Form should a reduction in the scope of the work be necessary. It is the intent of the OWNER to award a contract for all work items and quantities listed in the Bid Form. In the event that the low bid submitted by a qualified bidder exceeds the funds budgeted for this Project, the OWNER reserves the right to reduce the scope of the work by eliminating alternate bids or reducing base bid items so that the Project can be completed within the budgeted amount. This may be done by eliminating any or all parts of the Project.
- BIDDER will complete the work for the following unit prices:

Base Bid Items						
ITEM NO.	I ITEM DESCRIPTIONS	EST. QTY.	UNITS		UNIT PRICE	EXTENSION
1.	Lump Sum Bid	1	LS	\$		\$
2.	Concrete Surface Reparis (Section 03 01 30)	10	CY	\$		\$
3.	Excavation Safety (Section 31 50 00)	1	LS	\$		\$

**All items above shall include the cost of all ancillary work, material and equipment or any other cost associated with completing the Project.

Total Bid in Words:	
Гotal Bid (Sum):	\$

OWNER reserves the right to accept or reject any Alternative Equipment Manufacturers to the Lump Sum Bid. Consideration of Alternative Equipment Manufacturers of the selected BIDDER will be made by OWNER within 60 days after the Effective Date of the Contract.

EQUIPMENT ALTERNATIVES

The name of the Base Bid Equipment Manufacturer, which Bidder shall include in the Lump Sum Base Bid, is listed for each equipment item. When more the one Base Bid Equipment Manufacturer name is listed for an item, Bidder shall circle the name of the equipment manufacturer selected for the Lump Sum Base Bid and write in the price for the selected equipment.

Where a Requested Alternative Equipment Manufacturer is listed in the Bid Form, Bidder shall include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid. The add or deduct price shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

Where spaces are provided, Bidder may write in Other Alternative Equipment Manufacturers into the blank(s) provided on the Bid Form and include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid. The add or deduct price shall include the cost of the engineering services required for review of the alternative equipment in comparison to the Base Bid equipment and shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

Whether or not an Alternative Equipment Manufacturer is offered to one or more Base Bid Equipment Manufacturers provided in the Bid Form, Bidder shall write (in numbers) the price for providing the Base Bid Equipment Manufacturer, as included in the Lump Sum Base Bid.

A	Item Controls and Instrumentation (Section 26 09 00)	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One) Integrated Process Solutions OR ESCO Automation OR Wunderlich-Malec	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer (+)	Deduct From Base Bid for Alternative Equipment Manufacturer (-)
В.	Final Clarifier Collectors (Section 46 43 22)	Ovivio USA, LLC. OR Envirodyne Systems, Inc.	\$		(+)	(-)

- F. BIDDER agrees that the Work covered by the Base Bid will be substantially completed within <u>365</u> calendar days after the date the Contract Time commences to run and finally completed within <u>425</u> calendar days after commencement. Bidder accepts the provisions of the agreement as to liquidated damages in the event of failure to complete the Work on time.
- G. The following documents are attached to and made a Condition of this Bid:
 - 1. Required Bid Security in the form of a Bid Bond issued by an acceptable surety, certified check, or cashier's check.
 - 2. Financial Statement enclosed in a separate sealed envelope.
 - 3. A tabulation of Subcontractors and organizations required to be identified in this Bid.
 - 4. Experience record as indicated on this Bid Form.
 - 5. Form 06-A Conflict of Interest Questionnaire.
 - 6. Form 06-B Non-Collusion Certification.
 - 7. Form 06-C Compliance of State Sales Tax Code.
 - 8. Form 06-D Compliance to State Law on Nonresident Bidders (If Applicable).
 - 9. Form 1295–Certificate of Interested Parties.
 - 10. Vendor Certifications.
- H. Communications concerning this Bid shall be delivered to the address of bidder indicated below.
- I. The terms in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON	20
DODIVILLIED OIL	, 20

If BIDDER is:		
An Individual By:	(Individual's Name)	(SEAL)
Doing business as:		
Business address:		
Telephone No:		
A Partnership By:	(Firm Name)	(SEAL)
Business address:	(General Partner)	
Telephone No:		

A Corporation By:		(CORPORATE SEAL)
Dy.	(Corporation Name)	(COM ORATE SEAL)
	(State of Incorporation)	
By:	(Name of Person Authorized to Sign)	
	(Title)	
Attest:	(Secretary)	<u></u>
Business address:		
Telephone No.:		

TABULATION OF SUBCONTRACTORS

The BIDDER shall list the subcontractors to be used on this project.

<u>Subcontractor</u>	Address	Type of Work	
Dated at this	day of		20
	BIDDER: _		
	BY:	(Signature))
	NAME:		
	TITLE:		

EXPERIENCE RECORD

List of projects, sim	nilar to that covered by	proposal, which BIDI	DER has successfully co
Amount of Contract Award	Type of Work	Date Completed	Name and Address of Owner
List of projects BID	DDER in now engaged	in completing:	
Amount of		%	Name and Address
Contract Award	Type of Work	<u>Complete</u>	of Owner
List of surety bonds	s in force on the above	uncompleted work:	
Amount of			
Contract Award	Amount of	Bond Nam	ne of Surety Company

Dated at	this	day of	, 20	
		BIDDER:		
		BY:	(Signature)	
		NAME:		
		TITLE:		
		DATE:		

FORM 06 BID BOND

Bidder as Principal	Surety
Name:	Name:
Mailing address (principal place of business):	Mailing address (principal place of business):
Owner Name: Mailing address (principal place of business):	Physical address (principal place of business):
	Telephone (Main):
	Telephone (Claims):
Procurement Contract	Surety's state of incorporation:
Project name and number:	By submitting this bond, Surety affirms it is authorized to do business and licensed to execute bonds in the state of Texas.
	Local Agent for Surety
	Name:
Bid/Proposal Due Date:	Mailing address (principal place of business):
Bond	
Procurement Contract Price Offered: Penal Sum of Bond: 5% of Procurement Contract Price offered	
Date of Bond:	Telephone (Main):
The address of the surety company to which any n	otice of claim should he sent may he obtained

The address of the surety company to which any notice of claim should be sent may be obtained from the Texas Dept. of Insurance by calling the following toll-free number: 1-800-252-3439.

Surety and Offeror, intending to be legally bound by this bond, do each cause this bond to be duly executed on its behalf by its authorized officer, agent, or representative. The Offeror and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if Buyer accepts Offeror's Bid/Proposal and Offeror delivers the executed Agreement and the required performance and payment bonds within the time stipulated in the Bidding/Proposal Documents this obligation is null and void. Payment under this bond will be due and payable upon default by Offeror and within 30 calendar days after receipt by Offeror and Surety of written notice of default from Buyer. Venue lies exclusively in Coryell County, Texas for any legal action.

Offeror as Principal	Surety
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email:
	(Attach Power of Attorney)

FORM 06-A CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity OFFICE USE ONLY 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 of the Local Government Code by Date Received 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. Name of vendor who has a business relationship with local governmental entity. 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.) Name of local government officer about whom the information is being disclosed. Name of Officer 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 П No П 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. Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1) 7 Signature of vendor doing business with the governmental entity Date Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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.

<u>Local Government Code § 176.001(1-a):</u> "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.

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

FORM 06-B NON-COLLUSION CERTIFICATION

STATE OF	
COUNTY O	F
Owner:	City of Copperas Cove
	Public Works Department
	1601 North 1 st Street
	Copperas Cove, TX 76522
Contract:	Northwest WWTP Clarifier Rehabilitation Project Contract 1-2025 Bid No. PW 2025-03-84
competition to Proposal; of Prospective conditions and a sidders and a sidder	des that it has not been a party to any collusion among Bidders in the restraint of freedom of by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or with any official or employee of the Owner as to quantity, quality, or price in the contract, or any other terms of said prospective contract; or in any discussion between any official of the Owner concerning exchange of money or other thing of value for special in the letting of a contract.
Bidder:	
	(typed or printed name of organization)
Signature:	
	(individual's signature)
Name:	
	(typed or printed)
Title:	
	(typed or printed
Business Add	dress:
Dhomas	Emaile
Phone: (Attach evide	Email: nce of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

FORM 06-C COMPLIANCE TO STATE SALES TAX CODE

hereby certifies that the Procurement Contract Price is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2) \$

Taxable products, materials, and services (See Note 3) \$

Total (See Note 4) \$

Bidder:

(typed or printed name of organization)

Signature:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Business Address:

Phone: Email:

Comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Bidder

Notes:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the facilities constructed for the Owner or are necessary and essential for providing Goods and Special Services and are completely consumed for the Project. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in providing Goods and Special Services cannot be completely consumed for the purposes of this definition.

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)

- 2. Exempt services are those services performed at the Site where the Procurement Contract expressly requires the specific service to be provided or purchased by the person performing the service is integral to providing Goods and Special Services.
- 3. Products, materials, and services are not tax exempt if they are used by the Seller but are not physically incorporated into the Buyer's facilities or are not consumed by construction or installation as defined above. Machinery or equipment and its accessories and repair and replacement parts used in providing Goods and Special Services are not exempt.
- 4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Procurement Contract Price.

FORM 06-D COMPLIANCE TO STATE LAW ON NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contract to nonresident bidders. This chapter provides that:

"a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

"Nonresident bidder" refers to a person who is not a resident of Texas.

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

		cludes parent company or majority owner) qualifies as a resident bidder whose blace of business is in the state of Texas.
	Bidder qua	alifies as a nonresident bidder whose principal place of business or residency is in f:
		on of state bidder preference law is based on the Texas Comptroller's annual summary of preference laws.
Bidde	er:	
		(typed or printed name of organization)
Signa	iture:	
		(individual's signature)
Name	e:	
		(typed or printed)
Title:		
		(typed or printed
Busir	ness Addres	s:
Phon	e:	Email:
(Attac	ch evidence d	f authority to sign if Bidder is a corporation, partnership, or a joint venture.)

City of Copperas Cove -	 Northwest WWTP 	Clarifier Reha	abilitation Project
(Copperas Cove Bid No.	PW 2025-03-84		

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

A proponent that will be awarded a contract that is greater than \$25,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City- issued purchase order, will not be enforceable or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

City of Copperas Cove – Northwest WWTP Clarifier Rehabilitation Project (Copperas Cove Bid No. PW 2025-03-84

								_
		VENDOR C	ERTIFICATION	ONS				
The Prop	oser is required to	submit the following ir	nformation to C	wner for c	onsiderati	on:		
Provide re	esponses that are	clear and comprehens	sive.					
Comp	any name:							
	anent main ice address:							
		Street		City	, ST		ZIP	
Tax ID	O No.:							
		rs of the firm who, whin contracts which resu						
2. For	rm of ownership: [☐ Proprietorship ☐	Partnership	□ Corp	ooration		Other (spec	ify)
DEBARMENT/SUSPENSION INFORMATION: 1. Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?								
If yes, identify in an attachment the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.								
CERTII	FICATIONS:							
		hat it has not engaged executing the Contract.	l in corrupt, fra		Ilusive, or Yes	· coerci	ive practices	in
A.		means the offering, goon of a public official in						to
B.	•	ce" means an intention the solicitation proces f Owner,						
		Cost Estimate or Con Owner of the benefits of	•		•	tive lev	els, or	
C.		e" means a scheme or ledge of Owner, a pur evels; and						
D.		e" means harming or the nce their participation						

City of Copperas Cove – Northwest WWTP Clarifier Rehabilitation Project (Copperas Cove Bid No. PW 2025-03-84

2.	Н	OUSE BILL 89 VERIFICATION			
	A.	Contractor shall verify that its named company, ur Government Code Chapter 2270:	nder th	ne prov Yes	isions of Subtitle F Title 10
		1. Does not boycott Israel currently; and	_		_
		2. Will not boycott Israel during the term of t	he cor	ntract.	
	Pu	rsuant to Section 2270.001, Texas Government Co	ode:		
	1.	"Boycott Israel" means refusing to deal with, term taking any action that is intended to penalize, inf relations specifically with Israel, or with a person Israeli-controlled territory, but does not include a and	lict ed or en	onomi itity do	c harm on or limit commercial ing business in Israel or in an
		"Company" means a for-profit sole proprietorship, partnership, joint venture, limited partnership, limit company, including a wholly owned subsidiary, ma affiliate of those entities or business associations the	ed liab ajority	oility pa -owned	artnership, or any limited liability discussion or arthur subsidiary, parent company or
3.	SE	ENATE BILL 252 VERIFICATION			
	A.	Contractor acknowledges they are not listed by the SB252 concerning the listing of companies that h Government of Iraq, ties with foreign terrorist organical contractions.	ave ti inizati	es to th	ne Government of Sudan, the
4.	SE	ENATE BILL 13 VERIFICATION			
	Se	ursuant to Texas Government Code Section 2274.0 enate Bill 13 (SB13), this section only applies to a least ten (10) full-time employees that has a value	contra	ct betv	veen the City and a Contractor with
	A.	Contractor, following review of Texas Government verifies that Contractor: 1) does not boycott ener companies during the term of the contract:			
		companies comig no com or no comicaen	□ <i>)</i>	⁄es	□ No
5.	SE	ENATE BILL 19 VERIFICATION			
	Se	ursuant to Texas Government Code Section 2274. enate Bill 19 (SB19), this section only applies to a deleast ten (10) full-time employees that has a value	contra	ct betv	veen the City and a Contractor with
	A.	Contractor, following review of Texas Government verifies that Contractor: 1) does not have a publication discriminates against a firearm entity or firearm to during the term of the contract against a firearm o	praction rade a	ce, po associa or firea	licy, guidance, or directive that ation; and 2) will not discriminate
		SEE NEXT PAGE FOR ACKNO	OWLE	EDGEN	MENT

City of Copperas Cove – Northwest WWTP Clarifier Rehabilitation Project (Copperas Cove Bid No. PW 2025-03-84

ACKNOWLEDGEMENT				
THE STATE OF TEXAS COUNTY OF	·			
I certify that I have read all of the specifications and general requirements and do here by certify that all items submitted meet specifications. I certify that my responses and the information provided are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Questionnaire, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this questionnaire may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my response to this solicitation to be rejected.				
Company's Name				
Signature, Authorized Representati	ve of Respondent			
Title				