COMPETITIVE SEALED BID
CITY OF LYTLE, TEXAS

Booster Station Improvements
COMPETITIVE SEALED BID - #2025-06-03

BID OPENING DATE:
Tuesday, July 8, 2025-2:00 PM

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR
CITY OF LYTLE
BOOSTER STATION IMPROVEMENTS
COMPETITIVE SEALED BID #2025-06-03

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PROPOSAL OPENING DATE:
TUESDAY, JULY 8,2025 – 2:05PM

COMPETITIVE SEALED BID #2025-06-03
SCHEDULE SUMMARY

Wednesday	**June 4, 2025** The Devine News and www.CivCastUSA.com	Bid Documents Released and 1st Legal Advertising for Bid
Wednesday	**June 11, 2025** The Devine News and www.CivCastUSA.com	2nd Legal Advertising for Bid
Tuesday	**June 24, 2025** **at 10:00 AM** Zoom Meeting with Link to be Provided Through www.CivCastUSA.com	Pre-Bid Conference
Tuesday	**July 1, 2025**	Last day for inquiries and clarifications. (*Please submit all questions via www.CivCastUSA.com*)
Tuesday	**July 8, 2025** **2:00 PM** www.CivCastUSA.com/ebidding and City of Lytle City Hall **2:05 PM** Zoom Meeting with Link to be Provided through www.CivCastUSA.com	**Deadline for Submission of Bids via www.CivCastUSA.com or via Hard Copy** **Opening of Bids via Teleconference**
Monday	**July 21, 2025** City of Lytle City Hall	City Council Meeting Award of Bid

Note: This schedule is preliminary and may be modified at the discretion of the owner.

INVITATION TO BID
COMPETITIVE SEALED BID #2025-06-03

BOOSTER STATION IMPROVEMENTS

The City of Lytle, Texas is accepting COMPETITIVE SEALED BID for all Bids using CivCast USA ("CivCast") website www.CivCastUSA.com for all supervision, materials, labor and equipment necessary for the BOOSTER STATION IMPROVEMENTS project in City of Lytle, Texas.

Copies of the bidding documents may be reviewed and obtained from www.CivCastUSA.com: search "BOOSTER STATION IMPROVEMENTS". Bidders must register on this website in order to view and/or download specifications, plans, and other related documents for this project. There is NO charge to view or download documents. Historically Underutilized Businesses (HUBs), minority businesses, women's business enterprises, and labor surplus area firms are encouraged to submit a proposal.

A NON-MANDATORY PRE-BID TELECONFERENCE WILL BE HELD VIA ZOOM ON TUESDAY, JUNE 24, 2025, AT 10:00 AM. A LINK TO THE ZOOM MEETING WILL BE PROVIDED THROUGH WWW.CIVCASTUSA.COM

BIDS MUST BE RECEIVED VIA E-BIDDING USING THE CIVCAST WEBSITE OR, IF SUBMITTING BY HARD COPY, BY THE CITY SECRETARY OF THE CITY OF LYTLE NO LATER THAN 2:00 PM ON TUESDAY, JULY 8, 2025. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT HIS/HER BID IS ACTUALLY SUBMITTED THROUGH THE CIVCAST WEBSITE OR IN THE CITY SECRETARY'S OFFICE PRIOR TO THE BID SUBMISSION DEADLINE.

Any Bids submitted via hard copy for consideration must include one (1) original in hard copy and one (1) electronic version, be clearly marked on the outside of the sealed envelope with the words "COMPETITIVE SEALED BID #2025-06-03, BOOSTER STATION IMPROVEMENTS" Attention: City Secretary, and must contain the name of the company submitting the Bid.

BIDS WILL BE PUBLICLY OPENED AND READ VIA TELECONFERENCE VIA ZOOM ON TUESDAY, JULY 8, 2025, AT 2:05 P.M. A LINK TO THE ZOOM MEETING WILL BE PROVIDED THROUGH WWW.CIVCASTUSA.COM.

Bid security in the amount of not less than five percent (5%) of the total amount of the Bid must accompany each Bid as a guarantee that the Successful Bidder will enter into a proper Contract and execute Bonds and Guaranties on the forms provided within eight (8) calendar days after the date Contract Documents are received by the Contractor.

Upon consideration of the Bids, the City Council plans to award a Contract; however, the City reserves the right to reject any or all bids, to waive any or all irregularities, formalities or technicalities, and to accept any bid that it deems advantageous to the City. Bids shall be valid for a period of ninety (90) days from the date Bids are opened.

Each bidder agrees to waive any claim it has or may have against the city, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid. The Successful Bidder will be required to furnish a performance bond and a payment bond each in an amount of 100% of the total contract price.

1st Advertisement: The Devine News, June 4, 2025

2nd Advertisement: The Devine News, June 11, 2025

COMPETITIVE SEALED BID – #2025-06-03
CITY OF LYTLE BID BOOSTER STATION IMPROVEMENTS
SCOPE OF WORK AND SPECIAL CONDITIONS

I. SCOPE OF WORK

The scope of work under this bid shall include all materials, labor, equipment, supervision, and incidentals for construction of Booster Station Improvements. Work of the Contract includes, but is not limited to the following:

1. The addition of one (1) vertical turbine booster pump with concrete pad, piping/valves, motor controls and electrical.

2. One (1) diesel driven electrical generator with concrete pad, access platforms, fencing automatic transfer switch, and site electrical.

3. Alternate Bid items for:
   a. Four (4) heated, insulated valve enclosures.
   b. Sandblasting and painting of piping/pumps for three (3) existing pumps.

All work shall be performed in accordance with the Construction Plans developed for the project which are available from www.CivCastUSA.com and Technical Specifications provided herein.

II. RESPONSIBILITIES OF THE CONTRACTOR

The bidder must be capable of performing all responsibilities normally associated with providing one (1) vertical turbine booster pump, piping, electrical emergency generator, required electrical system and sitework in accordance with the Construction Plans developed for the Project and Technical Specifications provided herein. The successful bidder shall furnish all supervision, materials, labor, and equipment for work delineated above.

III. CONSTRUCTION SCHEDULE

Following the award of bid, City and the City's Engineer will meet with the successful bidder to develop and submit a construction schedule for the total scope of work. City may also request a successful bidder to develop and submit a construction schedule for phase of the project if applicable. The successful bidder will be required to complete the entire scope of work as outlined in Section I above within **180** calendar days after the date of the first written notice to proceed issued by the City. The work to be performed shall be commenced within ten (10) calendar days after the date a written notice to proceed has been issued to successful bidder by the City. Construction activity is allowed Monday through Friday, 7:00 a.m. to 7:00 p.m. Saturday and Sunday, 9:00 a.m. to 6:00 p.m., unless otherwise permitted by the Director of Public Works in compliance with the City's noise regulations.

IV. USE OF SUBCONTRACTORS

The City specifically prohibits the use of subcontractors without written authorization. Authorized subcontractors are subject to the same insurance requirements as stated in the Contractor Insurance Requirements provided in this Bid.

V. SAFETY REGULATIONS

The successful bidder's personnel shall wear orange safety vests on all job sites. Work gloves and other appropriate clothing/shoes shall be worn. The successful bidder's personnel must have received the appropriate safety training prior to start of work.

VI. TRAFFIC CONTROL PLANS

Contractor will be responsible for installing and maintaining a Traffic Control Plan contained in the Construction Plans if applicable.

VII. SUBSURFACE UTILITY EXPLORATION

It is not represented that Construction Plans show all existing utility structures and infrastructure. It is the Contractor's responsibility to determine the depth, location and their existence which may conflict with the proposed construction by referring to available records, consulting appropriate municipal departments and utility owners and by making necessary exploration and excavations. All investigative work will be done and all repairs required after completion of investigative work shall be performed by the Contractor at no additional cost to the project, unless otherwise stated in the contract documents. Whatever existing utilities, not indicated on the Construction Plans, present obstructions to grade and alignment of pipe, immediately notify the City and City's Engineer, who without delay, will determine whenever existing utilities are to be relocated, or grade and alignment of proposed pipe changed. When necessary to move services, poles, guy wires, decorative lights, pipelines, or other obstructions, the Contractor shall contact and coordinate and make arrangements with owners of said utilities. The City will not be liable for damages on account of delays due to changes or adjustments made by owners of privately owned utilities and faulty workmanship by owners of privately owned utilities which hinder progress of work regardless of work authorized by the City or other entities. It is the Contractor's responsibility to install the proposed utilities and maintain proper clearances with all existing utilities and meet the regulatory requirements. Any damage to existing sprinklers or sanitary sewer service lines shall be repaired to the City's satisfaction at no additional cost to the project.

In the event a utility (shown or not shown on the plan drawings) including but not limited to gas, electric, telephone, cable, standard lighting and decorating lighting, petroleum or petroleum related pipelines is exposed due to excavation and is in conflict, the appropriate company shall be contacted by the Contractor. The Contractor shall make a concerted effort to the City's Engineer's satisfaction to identify the utility (if unknown) and avoid any conflict with the utility. The Contractor shall provide all the necessary documentation for the efforts extended by the Contractor in locating the utility. The documentation shall be either telephone conversation memos, letters, meeting on site and other coordination efforts utilized to identify the utility or pipeline. The City's Engineer will review all the documentation provided by the Contractor. In the event of a conflict with the utility, and the City's Engineer concurs that the Contractor had made a

concerted effort to avoid the conflict and in spite of his effort, the conflict cannot be avoided without the utility being relocated, the City will assist in coordinating the relocation efforts of the utility with the pertinent company. (The Contractor is still responsible for coordinating efforts with the utility or the pipeline company.) The Contractor during the period the utility is being relocated, will move his crew(s) to other areas at his own expense. The Contractor will not be due any compensation for delays or downtime resulting from the coordination and relocation efforts performed by the Contractor or the utility owner due to the utility conflict. The Contractor may request additional time if the relocation effort substantially hinders his construction effort. No additional payment will be made. If the Contractor chooses to assist the utility or pipeline company in the performance of their work, he shall be doing that at his own risk. The City will not be responsible for costs incurred by the Contractor from providing such assistance to the utility or pipeline companies.

The Contractor is made aware and shall make provisions in his unit price bid to allow for changes in alignment (vertical and horizontal) of the proposed utility (storm, water, sanitary sewer or force main) and roadway during construction to avoid conflicts, conditions encountered in the field, and to expedite construction. The Contractor is made aware that the water line may be required to be installed at a deeper elevation than shown on the plan drawings to avoid conflicts and to maintain clearances with utilities. No additional payment shall be made for the increased installation efforts expended by the Contractor. The City will not be responsible for any claims for downtime costs resulting from such conflicts. If the change in alignment results in increased quantities of the pertinent item, the Contractor shall be paid at the established bid unit price in the Contract.

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL THE REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID.

1. BIDS, PREPARATION AND SUBMITTAL

Bidders must utilize the Bid Form and must submit either via e-bidding using www.CivCastUSA.com website or, if submitting by hard copy, one (1) original in hard copy and one (1) electronic version of the sealed bid/written quote/proposal as required in the Invitation to Bid to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Bidders are strongly encouraged to submit their bid via e-bidding using www.CivCastUSA.com. Failure to submit the required bid documents may result in the bid being declared unresponsive to specification and may not be further evaluated.

For Bids submitted by hard copy, all figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Bid Form. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered. For additional instructions related to Bid Preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters which can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents or should there be any doubt as to their meaning and intent, the Bidder should notify the City or the City's Engineer by submitting a question through www.CivCastUSA.com prior to the last day for inquires and clarifications as outlined in the Bid Summary Schedule and obtain clarification prior to submitting a bid.

The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. PRE-BID CONFERENCE

A non-mandatory pre-submittal conference will be held via Zoom on Tuesday, June 24, 2025, at 10:00 AM, link for the Zoom meeting will be provided through www.CivCastUSA.com.

4. DELIVERY OF BIDS

Bids received prior to the time of the opening will be kept securely unopened. Bids received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer of the city for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids will be considered.

5. SIGNATURES ON BIDS SUBMITTED IN HARD COPY

All Bid responses submitted in hard copy are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

6. BID ALTERATION/WITHDRAWAL

Bids cannot be altered or amended after the Bid Deadline. For Bids submitted via hard copy, the signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before the Bid Deadline. Hard copy bids may be withdrawn by written request signed by the bidder prior to the Bid Deadline; however, such written request must be received by the city in the normal course of business and prior to the Bid Deadline. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the Bid Deadline. No bids may be withdrawn for a period of ninety (90) calendar days after the Bid Deadline.

7. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The bidder being an interested party in any litigation against the city.
- Failure to use the Bid Form furnished by the city.
- The bidder lacks the necessary experience, qualifications or financial capability to complete the project in the manner required by these bid documents.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the Bid Form for bids submitted via hard copy.
- Failure to properly complete the Bid Form.
- Bidder is indebted to the city.
- Communicating with an elected official regarding this bid or its award.

Bidders may be required to show evidence that they have successfully completed an equivalent project within the past three (3) years to qualify for this work.

8. BID OPENINGS

All bids submitted in compliance with the Bid Deadline will be opened publicly and read via teleconference via Zoom, at the date and time shown in the Invitation to Bidders. A link to the Zoom meeting will be provided through www.CivCastUSA.com. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the city accepts such bid as responsive. The city will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Lytle Purchasing Guidelines, and project documents, including, but not limited to, the project specifications and contract documents. The City will notify the successful bidder upon award of the contract, and, according to State law, all bids received will be available for inspection at that time, unless otherwise provided by law.

9. BASIS OF AWARD

It is the intent of the City to award the Contract to the lowest responsible bidder in compliance with Section 252.043 of the Texas Local Government Code. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids.

The City of Lytle reserves the right to contact any offer, or at any time, to clarify, verify or request information with regard to any bid. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may download a copy from www.CivCastUSA.com.

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of the bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

SPECIFIATIONS

SEE ATTACHED EXHIBIT- “A “

GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Lytle to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interest of the City.

A contract based on the awarded bid will be executed. This should be considered and reflected in the proposal.

BIDDING

1. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. “Discount from list” bids are not acceptable unless specifically requested in the bid.

2. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

3. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.

4. F.O.B./DAMAGE: Quotations shall be bid freight on board (F.O.B.) delivered to the designated job site in Lytle, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

5. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

6. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid/proposal specifications is descriptive, not restrictive. It is to be used to indicate the type and quality desired. Qualifications on items of like quality will be considered.

7. EXCEPTIONS/SUBSTITUTIONS: All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Lytle reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

8. PROPRIETARY INFORMATION: If a bid/proposal contains proprietary information, the respondent must declare such information as proprietary if respondent does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.

9. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.

10. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made via www.CivCastUSA.com. Sole issuing authority of addenda shall be vested in the City of Lytle's Engineer.

11. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

12. INQUIRIES: Any inquiries concerning the bid documents shall be submitted to the City's Engineer through www.CivCastUSA.com. Inquiries are permitted until the deadline as indicated in the Bid Schedule Summary. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding documents. Oral instructions do not form a part of the bidding documents. Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.

PERFORMANCE

13. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidders' responsibility. A prospective bidder must meet the following requirements:

    A. Have adequate financial resources, or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have a satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics; and
    E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

14. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this Contract in whole or in part, without the prior written consent of the City.

15. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

16. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

17. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility or Job Site. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

18. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

19. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

20. ETHICS: The respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lytle.

PURCHASE ORDERS AND PAYMENT

21. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

22. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

23. APPROPRIATION CLAUSE: The City of Lytle is a Texas type A municipal City operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

24. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN the PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Director.

25. PAYMENT TERMS: Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful respondent is required to pay subcontractors within ten (10) days of work performed.

26. INVOICES: APPLICATIONS FOR PAYMENT: Each Application for Payment shall be based on the most recent schedule of value submitted by the Contractor in accordance with the Contract Documents. The schedule of value shall allocate the entire Contract Amount among the various portions of the Work. The schedule of value shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer and Owner may require. This schedule, unless objected to by the Engineer or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

    Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The Contractor shall confirm the quantities with City inspector prior to submitting the payment application to the Engineer. Following receipt of the application by the Engineer and if approved by the Engineer, the Engineer will submit a written recommendation to the City for payment processing (less retainage).

CONTRACT

27. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is(are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

28. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.

29. ELECTRONIC PROCUREMENT: The City of Lytle has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062 of the Texas Government Code. The City of Lytle may receive submittals in electronic form in response to procurement requests. However, a proposal that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the proposal opening.

30. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

31. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.

32. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise perform in accordance with these specifications.

    In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Lytle shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful respondent, default will be declared and all the successful Respondent's rights shall terminate. Respondent, in submitting this bid, agrees that the City of Lytle shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

    Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

33. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator or designated representative.

34. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

35. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Atascosa County, Texas.

36. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

37. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all respondents shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.

38. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the respondent has not been found to be liable for such practices in such proceedings.

39. FELONY CRIMINAL CONVICTIONS: The respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Respondent has fully advised the City of Lytle as to the facts and circumstances surrounding the conviction.

40. SEVERABILITY**:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

41. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to

the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

42. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million.

    A business entity must enter the required information on Form 1295 online at https://www.ethics.state.tx.us/File/ and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

CITY OF LYTLE CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Lytle shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of $1 Million Dollars per occurrence and $2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of $2 Million Dollars
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of $1 Million Dollars per occurrence

and $2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of $1 Million Dollars per Occurrence and $2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of $ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of $1 Million Dollars combined single limit.

SCHEDULE OF DRAWINGS
COMPETITIVE SEALED BID - #2025-06-03

BOOSTER STATION IMPROVEMENTS

Sheet No.	Drawing Title
G1	COVER SHEET
G2	GENERAL NOTES
G3	LEGENDS & ABBREVIATIONS
D1	EXISTING BOOSTER STATION DEMOLITION
C1	EXISTING BOOSTER STATION SITE PLAN
C2	PROPOSED BOOSTER STATION MODIFICATIONS SITE PLAN
C3	CIVIL DETAILS
C4	EROSION AND TRAFFIC CONTROL DETAILS
M1	MECHANICAL GENERAL NOTES, LEGENDS AND ABBREVIATIONS
M2	EXISTING BOOSTER STATION MODIFICATIONS PLAN & SECTIONS
M3	EXISTING BOOSTER STATION ADDITIVE ALTERNATE PLAN & SECTIONS
M4	PROPOSED GENERATOR PLAN & SECTIONS
M5	MECHANICAL DETAILS 1
M6	MECHANICAL DETAILS 2
S1	STRUCTURAL GENERAL NOTES
S2	STRUCTURAL DETAILS AND ABBREVIATIONS
S3	STRUCTURAL PLAN & SECTION
S4	PROPOSED MCC PAD EXTENSION PLAN & SECTION
E1	ELECTRICAL LEGEND & ABBREVIATIONS
E2	ONE LINE DIAGRAM
E3	ELECTRICAL SITE PLAN
E4	LIGHTING & GROUNDING PLAN
E5	ELECTRICAL CONTROL SCHEMATIC
E6	ELECTRICAL DETAILS
E7	ELECTRICAL DETAILS

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest 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.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

   _____
   _____
   _____
   _____

2. Name and address of principal place of business, and phone number of your company's majority owner:

   _____
   _____
   _____
   _____

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

   _____
   _____
   _____
   _____

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Spring Valley Village to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	$ INVOLVEMENT

BID FORM

CITY OF LYTLE BOOSTER STATION IMPROVEMENTS BASE BID				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
For furnishing all labor , materials, equipment, and superintendence for the proposed project, including:				
P.1	1	LS	For furnishing the required **Performance and Payment Bonds** for the project, as described in these specifications, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.2	1	LS	For furnishing the **mobilization** to the site at the project commencement and **de-mobilization** from the site at the project end, as described in the specifications for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.3	1	LS	For furnishing all labor, materials, equipment, and superintendence for the **installation of one (1) vertical turbine** **pump**, to include concrete pads, demolition, piping, valves, supports, motor controls, electrical, startup, etc. as specified and shown on the plans, complete in place ready for use by the Owner, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____

BID FORM

CITY OF LYTLE BOOSTER STATION IMPROVEMENTS BASE BID				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
For furnishing all labor , materials, equipment, and superintendence for the proposed project, including:				
P.4	1	LS	For providing all materials, labor, equipment, and supervision to install a **electrical generator**, including concrete foundation, generator, 48-hour diesel fuel tank (full) to accommodate start-up and commissioning, elevated platforms, automatic transfer switch, electrical work, conduit, connection provisions, and all appurtenances required for the work, as shown in the plans and described in the specifications, complete in place, ready for use by the Owner, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.5	1	LS	For furnishing and installing **6' tall intruder resistant chain link security fencing** and gates, as detailed in the plans and specifications, complete in place, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.6	1	LS	For furnishing and installing **OSHA-required trench excavation protection** for piping installation, complete in place, for the sum of: _____ _____ Dollars _____ Cents ($) per linear foot	$_____

BID FORM

CITY OF LYTLE BOOSTER STATION IMPROVEMENTS BASE BID				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
For furnishing all labor , materials, equipment, and superintendence for the proposed project, including:				
P.7	1	LS	For furnishing all materials, labor, equipment, and superintendence for installing **Loaming and Hydroseeding**, including watering and acquiring sufficient growth coverage, complete in place, ready for use by the Owner, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.8	1	LS	For preparation and maintenance of **Storm Water Pollution** **Prevention Plan** (SWP3) including all reports and records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not a separate bid item (including installation, maintenance and removal of such items as required), costs for the Contractor's Notice of Intent application fee costs for the annual Water Quality fee, Costs personnel to inspect the SWP3's protective measures, cost for all pollution control measures that may be required outside the right-of-way or easement area such as construction staging areas, preparation and submittal of Notice of Termination, submittal of Notice of Change letter(if required), and all other requirements found in the TPDES General Permit No. TXR 150000, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____

TOTAL BASE BID: **(SUMMATION OF ITEMS P.1 THROUGH P.8)** _____ _____ **Dollars** _____ **Cents**	$_____

BID FORM

CITY OF LYTLE BOOSTER STATION IMPROVEMENTS ADDITIVE ALTERNATTIVE BID				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
For furnishing all labor , materials, equipment, and superintendence for the proposed project, including:				
P.A.1	1	LS	For furnishing all materials, labor, equipment, and supervision for installation of **four (4) heated box enclosures**, three (3) for the existing pumps and one (1) for the proposed pumps, to include enclosures, electrical supply, valve pad modifications (for existing pumps), etc., as specified and shown on the plans, complete in place ready for use by the Owner, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.A.2	1	LS	For removal and replacement of the **18" buried butterfly valve** on the pump discharge manifold as specified and shown on the plans, complete in place ready for use by the Owner, for the sum of: _____ _____ Dollars _____ Cents ($) per lump sum	$_____
P.A.3	1	LS	For cleaning, blasting, and painting the **three (3) existing pump systems**, including all exposed piping, valves, fittings, steel supports, pumps/motors, as specified and shown on the plans, complete in place ready for use by the Owner, for the sum of (Note: only one pump may be out of service at any time): _____ _____ Dollars _____ Cents ($) per lump sum	

				$_____

CITY OF LYTLE BOOSTER STATION IMPROVEMENTS ADDITIVE ALTERNATTIVE BID				
ITEM NO.	NO. OF UNITS	UNIT	ITEM AND UNIT PRICE (FILL IN BOTH SCRIPT AND FIGURES)	TOTAL AMOUNT
For furnishing all labor , materials, equipment, and superintendence for the proposed project, including:				
TOTAL ALTERNATE BID ITEMS: **(SUMMATION OF ITEMS P.A.1 THROUGH P.A.3)** _____ _____ Dollars _____ Cents				$_____

BID SUMMARY	
TOTAL BASE BID:	$_____
TOTAL ALTERNATE BID ITEMS:	$_____
TOTAL BASE BID AND ALTERNATE BID ITEMS:	$_____

In submitting this Bid, Bidder represents the following:

a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

   Addenda: _____

   Date: _____ Signature: _____

b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
d. 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 titles 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 corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.
g. As required by Chapter 2270, Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “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.
h. Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
i. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered; and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.
j. Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Lytle to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

(Signature on next page)

BIDDER:

Company: _____ Date: _____

Signature: _____

Printed Name: _____ Title: _____

Address: _____

City, State & Zip: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

Federal EID #/SSN #: _____

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable commercial business references fro which the Bidder has performed work.

1. Company Name: _____

   Address: _____

   Contact Person: _____

   Telephone: _____

   Brief description of project: _____

   _____

   _____

2. Company Name: _____

   Address: _____

   Contact Person: _____

   Telephone: _____

   Brief description of project: _____

   _____

   _____

3. Company Name: _____

   Address: _____

   Contact Person: _____

   Telephone: _____

   Brief description of project: _____

   _____

   _____

SUPPLEMENTAL INFORMATION – CONTRACT DEVELOPMENT

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____YES _____NO
2. Partnership _____YES _____NO
3. Corporation _____YES _____NO

If company is a sole proprietorship, list the owner's full legal name:
_____

If company is a partnership, list the partner's full legal name(s):
_____
_____
_____
_____

If company is a corporation, list the full legal name as listed on the corporate charter:
_____

Is this firm a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify (____) MBE (____) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? _____ NO _____ YES

If yes, specify governmental agency: _____

Date of certification: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of Years in contracting business under present name: _____

CONTRACTS ON HAND:

Contract	Amount $	Completion Date

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount $	Mo/Yr Completed

Major equipment available for this contract: _____

_____

_____

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: $_____ Bank reference: _____

(Signature on next page)

The undersigned hereby authorized and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____ 2025

By: (signature) _____ Title: _____

(print name) _____

STATEMENT OF STATUTORY COMPLIANCE
SB 13, 19, 89 & 2116 VERIFICATION FORM

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of $100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Senate Bill 2116 of the 87th regular Texas Legislature session:

Section 2274.0102, prohibits a governmental entity from entering into a contract or other agreement relating to “critical infrastructure” (defined to mean a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility) in this state with a company if the city knows that the company is: (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

Pursuant to Section 2270.001, 2270.002, 808.001, 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” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.

I, _____ (*person name*), the undersigned representative of _____(*company or business name*) _____ (*hereinafter referred to as Company*) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

_____ _____

SIGNATURE OF COMPANY REPRESENTATIVE DATE

On this the _____ day of _____, 2025, personally appeared , the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

NOTARY SIGNATURE

_____

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE	**FORM CIQ**
	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with the City of Spring Valley Village and the person meets the requirements under Section 176.006(a). By law this questionnaire must be filed with the City Secretary of the City of Spring Valley Village not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	Date Received:

1. **Name of person who has a business relationship with the City of Spring Valley Village**.

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 City Secretary not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or other business relationship.**

_____
Name of Officer

This section must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of questionnaire?

Yes _____ No _____

A. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not from the City of Spring Valley Village?

Yes _____ No _____

B. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

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

4.

_____ _____
Signature of person doing business with the government entity Date

FORM 1295

CONFLICT OF INTERESTED PARTIES — FORM 1295

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

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

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

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 goods or services to be provided under the contract.

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 AFFIDAVIT

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

_____
Signature of authorized agent of contracting business entity

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.

As Applicable, Vendor Awarded Must File Online At www.ethics.state.tx.us/File

FORM CONTRACT
AGREEMENT FOR PROJECT

COUNTY OF ATASCOSA

STATE OF TEXAS

§ AGREEMENT BETWEEN THE
§ CITY OF LYTLE, TEXAS
§ AND _____
§ FOR BOOSTER STATION IMPROVEMENTS
§ CSB - #2025-06-03

This Agreement is made and entered into by and between the City of Lytle, Texas, a municipal corporation situated in Atascosa County, Texas ("The City") and _____, the "Contractor" hereinafter identified.

I. SCOPE OF WORK

Contractor shall provide all supervision, labor, materials and equipment necessary for the project identified as City of Lytle BOOSTER STATION IMPROVEMENTS, COMPETITVE SEALED BID – #2025-06-03 (hereinafter "Work"). Such Work shall be performed in accordance with the terms and conditions of the City's Specifications for same, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

a) This Contract by and between the City and Contractor (hereinafter "Contract");
b) The City's Specifications for the Work, (Exhibit "A")
c) The Contractor's Proposal dated _____ (Exhibit "B")
d) The Contractor's Payment Bond for the Work (Exhibit "C")
e) The contractor's Performance Bond for the Work (Exhibit "D")
f) Construction Schedule Established for the Work (Exhibit "E").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, BID TYPE, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

II. SCHEDULE FOR COMPLETION / LIQUIDATED DAMAGES / DELAYS

SCHEDULE FOR COMPLETION. Prior to starting Work, the Contractor and the City shall meet to develop a Construction Schedule for the Work pursuant to Scope of Work and Special Conditions contained in Exhibit "A." The Construction Schedule shall be signed by the Contractor and the City and become a part of this Contract as Exhibit "E." The Contractor shall submit any major revisions to the approved Construction Schedule as the Work progresses to the City for review. The approved Construction Schedule may only be modified upon the written approval of City. A written notice to proceed will be issued to the Contractor by the City for the Work. The Work to be performed under this Contract shall be commenced within ten (10) calendar days after the date the written notice to proceed for a particular street has been issued to Contractor by the City. Contractor shall sign on the notice to proceed that acknowledges their agreement to the number of days established by the Construction Schedule. Contractor shall

fully complete the entire Scope of Work to the satisfaction of the City within **180** calendar days after the date of the first written notice to proceed has been issued by the City.

LIQUIDATED DAMAGES. The parties acknowledge that adherence by Contractor to the approved Construction Schedule and times set forth herein for completion of the Project is essential to this Contract. It is agreed by the parties that the actual damages which might be sustained by City by reason of the breach by Contractor of its promise to timely complete the Work in accordance with the provisions hereof are uncertain and would be difficult to ascertain. It is further agreed that the sum of **($2,000.00)** for each day that completion of the Project or any portion of the Work is overdue according to the Construction Schedule would be reasonable and just compensation for such breach, and Contractor hereby promises to pay such sum as liquidated damages, and not as a penalty, in the event of such breach. Any liquidated damages shall be deducted from Contractor's final payment under this Contract.

DELAYS. The Contractor shall be entitled to an extension of time specified in the Construction Schedule under this Contract only when claim for such extension is submitted to the City in writing by the Contractor within seven (7) calendar days from and after the time when any alleged cause of delay shall occur; and then only when such extension of time is approved by the City. In adjusting the Contract working time for the completion of the Work, unforeseeable causes defined herein shall be taken into consideration. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the Contractor. Unforeseeable Cause is defined as:

a) An act of God in the form of unusually severe weather conditions, including storms, flood, fire or similar event, that could not have been anticipated or guarded against and which materially affects the work site, including access or egress thereto; or

b) A riot or war situation actually involving the site or actually preventing the Contractor from working on the site, but not including any situation involving suppliers off-site other than those essential suppliers as identified to City.

No event shall be deemed an Unforeseeable Cause for the purposes of this Contract unless it actually and directly necessitates a delay in the Work which could not be otherwise remedied by taking reasonably prudent steps, and the Contractor could not reasonably adjust the schedule of the remaining Work to deal with, make up for, or otherwise work around the delays resulting from the Unforeseeable Cause(s).

Notwithstanding any other term contained in the Contract Documents, no adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the Contractor, his agents, employees or subcontractors; and no adjustment shall be made to the Contract price and the Contractor shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the City. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the terms specified in the Contract Documents, and no act of the City shall be deemed a waiver or entitlement of such extension.

III. CONTRACT PRICE

Compensation for Work satisfactorily performed hereunder shall be in an amount not to exceed the sum of $_____. City shall issue progress payments in accordance with the terms of this Contract.

IV. PROGRESS PAYMENTS

Progress payments for Work completed shall be paid in the following manner: Percentage of completion for materials and labor satisfactorily completed on a monthly basis: ninety (90%) percent of amount billed with ten (10%) percent retained until the entire Contract is completed. Contractor shall furnish City with appropriate documentation evidencing Contractor's payment for all work performed or materials provided by subcontractors. If Contractor is unable to produce such documentation evidencing payment, City may withhold that portion of the payment due to such subcontractor(s), without penalty, until Contractor provides documentation evidencing to City that Contractor has paid all such costs and that there is no existing claim by such subcontractors.

The final payment request from Contractor shall include the release of ten percent (10%) retainage and shall be submitted to the City upon final completion and acceptance of the Work.

Release of Liens. A partial release of liens must be provided with each payment application. A final release of liens must be provided to the City by the Contractor for the entire Work prior to release of the final ten percent (10%) retainage.

V. GENERAL PROVISIONS

QUALITY OF WORK. All Work shall be completed in a workman-like manner to the satisfaction of City and in compliance with all codes, ordinances, and other applicable federal, state, and local laws. Contractor shall be responsible for initial core testing of the Work. However, if any section of the Work fails such core testing, Contractor shall be required to tear out and replace such failing sections of the Work at its sole expense any and all costs associated with retesting such failing sections of the Work. Upon satisfactory completion of all Work hereunder as determined by City and prior to payment of final invoice by City, Contractor shall provide City with a release of all liens and waiver of claims from subcontractors. Contractor's requirement to provide such release shall be a condition precedent to City's remittance of final payment under this Contract.

PLAN AND SCALE DRAWING. The Contractor shall utilize the construction plans and drawings furnished by City to complete the Work.

LICENSES REQUIRED. To the extent required by law, all Work shall be performed by individuals duly licensed and authorized by law to perform such Work. The City specifically prohibits the use of subcontractors without written authorization. In the event Contractor receives written authorization from the City to engage subcontractors to perform Work hereunder, Contractor shall fully pay such subcontractor and in all instances remain responsible for the proper completion of the Work hereunder.

CHANGE ORDERS. All change orders shall be in writing and signed by the project Engineer, City and Contractor and shall be incorporated in and become part of the Contract Documents.

INSURANCE. Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.

PERMITS. Contractor shall at its own expense obtain all permits necessary for the Work to be performed.

REMOVAL OF DEBRIS. Contractor agrees to remove all debris and leave the premises in a clean condition acceptable to the City.

DAMAGES. Contractor shall make every reasonable effort to protect the work area from loss or damage. Any portion of the work area damaged by Contractor during the course of the Work must be repaired by Contractor at no additional cost to the City. Damages shall include, but not be limited to, any damage caused by the Contractor to fences, yards, shrubs, or open public spaces. Any repair work shall match the existing condition of the items and area damaged.

DISPUTE RESOLUTION. The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.

WARRANTY. Contractor warrants all Work for a period of twenty-four (24) months following the date of final acceptance of the Work by the City.

TERMINATION. City may terminate this Contract upon ten (10) days prior written notice to Contractor.

TAXES. The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

SAFETY. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Atascosa County, Texas, and that exclusive venue shall lie in Atascosa County, Texas.

INDEPENDENT CONTRACTOR. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents,

employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

SEVERABILITY. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

ENTIRE AGREEMENT. This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

CONTRACT INTERPRETATION. Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

SUCCESSORS AND ASSIGNS. This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

HEADINGS. The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF LYTLE, TEXAS

By: _____

Printed Name: _____

Title: Mayor _____

Date: _____

ATTEST:

_____
Paola L. Rios
City Secretary

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

_____
Corporate Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto hereinafter called the "Owner", in the penal sum of Dollars, ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

Attest: By: _____
Affix Corporate Seal

Attest: By: _____
Affix Corporate Seal

Attest: By: _____
Affix Corporate Seal

Countersigned
By: _____
* Attorney-in Fact, State _____

PAYMENT BOND

STATE OF TEXAS

CITY OF LYTLE, ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____ _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for Principals, are held and firmly bound unto City of Lytle (OWNER) in the penal sum of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders, partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2025, for

BOOSTER STATION IMPROVEMENTS
COMPETITIVE SEALED BID - #2025-06-03
CITY OF LYTLE, ATASCOSA COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the documents, plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2025.

_____	_____
Principal	Surety
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____
_____	_____

Email address _____

Telephone _____

The name and address of the Resident Agent of Surety is:

_____

_____

_____

Telephone _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

PERFORMANCE BOND

STATE OF TEXAS

CITY OF LYTLE, ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS: That _____ _____ of the City of _____, County of _____, and State of _____, as Principal, and _____ authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and firmly bound unto City of Lytle (OWNER) in the penal sum of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders, partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 2025, for

BOOSTER STATION IMPROVEMENTS
COMPETITIVE SEALED BID - #2025-06-03
CITY OF LYTLE, ATASCOSA COUNTY, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed during the original term of the Contract and any extensions thereof that may be granted by Owner, and during the life of any guaranty or warranty required under the Contract, and according to the true intent and meaning of said Contract and the Contract Documents and the Plans and Specifications related thereto, then this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2025.

_____	_____
Principal	Surety
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Address _____	Address _____
_____	_____
_____	_____
_____	_____

Email address _____

Telephone _____

The name and address of the Resident Agent of Surety is:

_____

_____

_____

Telephone _____

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

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APPENDIX
Appendix A – Geotechnical Report

END OF DOCUMENT