

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Matula & Matula Construction Inc

of 122 West Way, Suite 325, Lake Jackson, TX 77566
(hereinafter called the Principal), as Principal, and

SureTec Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Sweeny

(hereinafter called the Obligee) in the penal sum of Five Percent of Amount Bid

Dollars (\$ 5%)
for the payment of which the Principal and the Surety bind themselves, their 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 or is about to submit a proposal to the Obligee on a contract for GLO-MIT Sanitary Sewer Improvements, GLO Contract No. 22-082-007-D205, Contract 1-2023

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 22nd day of February, 2024.

Matula & Matula Construction Inc

[Signature]
Witness

By: [Signature] Title

SureTec Insurance Company

By: [Signature]
Kevin McQuain, Attorney-In-Fact



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Kevin McQuain

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Matula & Matula Construction Inc
Obligee: City of Sweeny
Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

State of Texas ss:
County of Harris




SURETEC INSURANCE COMPANY

By: 
Michael C. Keimig, President

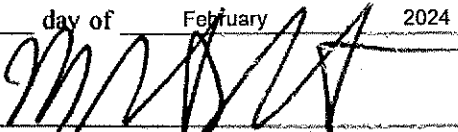
On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 22nd day of February, 2024, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite 400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

BIDDER: Matula & Matula Construction, Inc.

BID FORMS

CITY OF SWEENY
SWEENY, TEXAS
GLO-MIT SANITARY SEWER IMPROVEMENTS
GLO CONTRACT NO. 22-082-007-D205
CONTRACT 1-2023

Prepared by:

STRAND ASSOCIATES, INC.®

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

www.strand.com

Issued for Bid
February 7, 2024



SECTION 00 41 00

BID

CITY OF SWEENY
SWEENY, TEXAS
GLO-MIT SANITARY SEWER IMPROVEMENTS
GLO CONTRACT NO. 22-082-007-D205
CONTRACT 1-2023

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. BIDDER'S CERTIFICATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 2 P.M. local time, February 22, 2024.

1.02 This Bid is submitted to: City of Sweeny
102 West Ashley Wilson Road
Sweeny, TX 77480

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 115 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

4.02 Prohibition on Boycotting Israel

In accordance with HB 89 and Texas Government Code Chapter 2270, OWNER may not enter into a Contract with a "company" for goods or services unless the Contract contains the following written verification:

A. For the purposes for this section only, the terms "company" and "boycott Israel" shall have the meaning assigned by Texas Government Code Chapter 2270.

B. If a Bidder qualifies as a "company" outside of the exclusions of HB 793, then Bidder hereby verifies that it:

1. Does not "boycott Israel"; and
2. Will not "boycott Israel" during the term of the Contract.

4.03 Iran, Sudan, and Foreign Terrorist Organization Verification

A. In accordance with SB 252 and Texas Government Code 2252, Bidder hereby certifies that it is not listed on the website of the Comptroller of the State of Texas concerning the list of companies that are identified under Section 806.051, Section 807.051, or Section 2252.153 of the Texas Government Code.

B. Bidder also further certifies that should it enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any foreign terrorist organization, it will immediately notify the OWNER's purchasing department.

4.04 Critical Infrastructure Verification

In accordance with SB 2116 and Texas Government Code Chapter 2274, Bidder hereby certifies that if it has or will have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of entering into a Contract with the OWNER, that Bidder is not:

A. Owned by or the majority of stock or other ownership interest is not held or controlled by:

1. Individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor; or
2. 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 a country designated by the Governor; or

B. headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor.

4.05 Prohibition on Boycotting Energy Companies

In accordance with SB 13 and Texas Government Code 2274, Bidder hereby certifies that if it is not a sole proprietorship, if it has 10 or more full-time employees, or if the Contract Price will be greater than \$100,000, that Bidder:

- A. Will not boycott energy companies; and
- B. Will not boycott energy companies during the term of the Contract.

4.06 Firearm Entity or Trade Association Discrimination

In accordance with SB 19 and Texas Government Code 2274, Bidder hereby certifies that if it is not a sole proprietorship, if it has 10 or more full-time employees, or if the Contract Price will be greater than \$100,000, that Bidder:

A. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations; and

B. Will not discriminate during the term Contract against a firearm entity or firearm trade association.

These requirements do not apply to an exempt contract under Section 2274.003 of the Texas Government Code.

4.07 Bidder also hereby acknowledges and agrees that all verifications and certifications located in Articles 4.02 through 4.06 will become material terms of the Contract and OWNER is expressly relying on these verification and certifications in agreeing to enter into a Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	PVC	-	Polyvinyl Chloride
EXCL	-	Excluding	RCP	-	Reinforced Concrete Pipe
FT	-	Feet	RT	-	Right
GAL	-	Gallon	SF	-	Square Foot
HERCP	-	Horizontal Elliptical RCP	STA	-	Station
HRS	-	Hours	SY	-	Square Yard
IN	-	Inch	T	-	Ton
INCL	-	Including	VLF	-	Vertical Linear Foot
LBS	-	Pounds	W/	-	With
LF	-	Linear Foot	W/O	-	Without

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

CITY OF SWEENY
SWEENY, TEXAS
GLO-MIT SANITARY SEWER IMPROVEMENTS
GLO CONTRACT NO. 22-082-007-D205
CONTRACT 1-2023

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any alternatives to the Computed Total Base Bid. Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Utility Activities					
1.	Remove and Replace Existing Sanitary Sewer W/ 6-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, All Depths	45	LF	\$ 107.50	\$ 4,837.50
2.	Remove and Replace Existing Sanitary Sewer W/ 8-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, All Depths	65	LF	\$ 87.40	\$ 5,681.00
3.	Remove and Replace Existing Sanitary Sewer W/ 10-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, All Depths	10	LF	\$ 441.80	\$ 4,418.00
4.	Remove and Replace Existing Sanitary Sewer W/ 12-IN ASTM D-2241 SDR-21 PVC Sanitary Sewer Line at Water Main Crossing, by Open Cut, All Depths	20	LF	\$ 215.70	\$ 4,314.00
5.	Remove and Replace Existing Sanitary Sewer W/ 12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, 5- to 10-FT Depth	660	LF	\$ 95.40	\$ 62,964.00
6.	Remove and Replace Existing Sanitary Sewer W/12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, 10- to 15-FT Depth	550	LF	\$ 130.20	\$ 71,610.00

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
7.	Furnish All Equipment and Materials to Install 12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Bore	160	LF	\$ 211.20	\$ 33,792.00
8.	Furnish All Equipment and Materials to Install 12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line Inside a 24-IN Welded Steel Casing, by Bore	45	LF	\$ 392.60	\$ 17,667.00
9.	Remove and Replace Existing Sanitary Sewer W/ 18-IN ASTM F679 PS 115 PVC Sanitary Sewer Line, by Open Cut	15	LF	\$ 400.90	\$ 6,013.50
10.	Remove and Replace Existing Sanitary Sewer W/ 24-IN ASTM D-2241 SDR-21 PVC Sanitary Sewer Line at Water Main Crossing, by Open Cut, All Depths	160	LF	\$ 351.90	\$ 56,304.00
11.	Remove and Replace Existing Sanitary Sewer W/ 24-IN ASTM F679 PS 115 PVC Sanitary Sewer Line, by Open Cut, 5-to 10-FT Depth	4,790	LF	\$ 226.70	\$ 1,085,893.00
12.	Remove and Replace Existing Sanitary Sewer W/ 24-IN ASTM F679 PS 115 PVC Sanitary Sewer Line, by Open Cut, Greater than 10-FT Depth	3,610	LF	\$ 269.60	\$ 973,256.00
13.	Remove and Replace Existing Service Lateral W/ 24- by 4-IN Service Wye, 4-IN Service Cleanout Inside the Meter Box, Connect to Existing Service Line at Right of Way	57	EA	\$ 5,576.90	\$ 317,883.30
14.	Remove and Replace Existing Sanitary Sewer Service Line W/4-IN Schedule 40 PVC.	1,975	LF	\$ 44.40	\$ 87,690.00
15.	Tie-In New 18-IN ASTM F679 PS 115 PVC to Existing Piping	2	EA	\$ 1,404.40	\$ 2,808.80
16.	Tie-in New 12-IN ASTM F679 PS 115 PVC to Existing Piping	3	EA	\$ 620.50	\$ 1,861.50
17.	Tie-in New 10-IN ASTM F679 PS 115 PVC to Existing Piping	2	EA	\$ 548.80	\$ 1,097.60
18.	Tie-in New 8-IN ASTM F679 PS 115 PVC to Existing Piping	9	EA	\$ 493.90	\$ 4,445.10
19.	Tie-in New 6-IN ASTM F679 PS 115 PVC to Existing Piping	6	EA	\$ 453.30	\$ 2,719.80
20.	Furnish all Materials to Install a 6-IN Drop Connections, All Depths	7	EA	\$ 2,156.30	\$ 15,094.10
21.	Furnish all Materials to Install a 8-IN Drop Connections, All Depths	1	EA	\$ 2,627.00	\$ 2,627.00
22.	Tie New 24-IN ASTM F679 PS 115 PVC to Existing MH	1	EA	\$ 7,500.40	\$ 7,500.40
23.	Remove and Dispose of the Existing MH	28	EA	\$ 780.40	\$ 21,851.20
24.	Install a 4-FT Precast Concrete MH, Standard Cone	13	EA	\$ 3,809.20	\$ 49,519.60

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
25.	Install 4-FT Precast Concrete MH, Flat Top W/ Vent Pipe	1	EA	\$ 8,503.80	\$ 8,503.80
26.	Provide Additional Depth for 4-FT-DIA Concrete MH	36.4	VF	\$248.90	\$9,059.96
27.	Install a 5-FT Precast Concrete MH, Flat Top W/ Vent Pipe	2	EA	\$9,673.30	\$ 19,346.60
28.	Install a 5-FT Precase Concrete MH, Standard Cone	18	EA	\$5,570.90	\$ 100,276.20
29.	Provide Additional Depth for 5-FT-DIA Concrete MH	81	VF	\$338.90	\$27,450.90
30.	Install a 6-FT Precast Concrete MH, Standard Cone	1	EA	\$ 9,971.40	\$ 9,971.40
31.	Provide Additional Depth for 6-FT-DIA Concrete MH	7	VF	\$ 521.90	\$ 3,653.30
32.	Perform Closed-Circuit Television on Existing Parallel Sewer Line to Determine Existing Service Location	2,165	LF	\$ 5.30	\$ 11,474.50
33.	Remove and Dispose of Existing Concrete Collar and Install New Cast-In-Place Concrete Collars Around MHs	6	EA	\$ 1,373.80	\$ 8,242.80
34.	Furnish All Equipment to Perform Bypass Pumping	1	LS	\$ 147,530.10	\$ 147,530.10
35.	Furnish Equipment to Perform Pot Holing or Hydro Excavation to Determine the Depth of Existing Gas Mains at the Locations Indicated on the Drawings	1	LS	\$ 39,018.30	\$ 39,018.30
36.	Furnish and Install 6-IN AWWA C900 DR 18 Water Line by Open Cut	2,085	LF	\$ 75.30	\$ 157,000.50
37.	Furnish and Install 6-IN AWWA C900 DR 18 Water Line W/ Restrained Joints	400	LF	\$ 78.10	\$ 31,240.00
38.	Make 2-IN Connection to Existing Water Main	2	EA	\$ 1,964.00	\$ 3,928.00
39.	Make 6-IN Connection to Existing Water Main	6	EA	\$ 1,946.90	\$ 11,681.40
40.	Furnish Equipment and Materials to Make Water Service Tap	37	EA	\$ 617.20	\$ 22,836.40
41.	Furnish and Install Water Service Line and Tie-in to Existing Water Meter	755	LF	\$ 38.00	\$ 28,690.00
42.	Furnish and Install Fire Hydrant Assembly	3	EA	\$ 6,722.20	\$ 20,166.60
43.	Furnish and Install 6-IN Gate Valve and Valve Box	13	EA	\$ 1,387.20	\$ 18,033.60
44.	Furnish and Install 2-IN Gate Valve and Valve Box	1	EA	\$803.80	\$ 803.80
45.	Provide Dewatering Equipment	3,000	LF	\$37.00	\$ 111,000.00

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Street Activities					
46.	Furnish and Install All Materials and Equipment to Perform Asphalt Pavement Repair Associated W/ Sanitary Sewer Replacement, INCL Base	1,420	LF	\$ 73.80	\$ 104,796.00
47.	Furnish and Install All Materials and Equipment to Mill and Overlay 2-IN Hot Mix Asphalt Concrete	610	T	\$ 304.90	\$ 185,989.00
48.	Furnish and Install All Materials and Equipment to Perform Concrete Pavement Repair Associated W/ Sanitary Sewer Replacement	55	LF	\$ 173.10	\$ 9,520.50
49.	Seeding and Sodding Associated W/ Utility Installation and Pavement Repair	1	LS	\$ 20,577.00	\$ 20,577.00
50.	Install and Maintain Trench Safety, 0- to 10-FT	7,350	LF	\$ 1.00	\$ 7,350.00
51.	Install and Maintain Trench Safety, Greater Than 10-FT	2,730	LF	\$ 5.20	\$ 14,196.00
52.	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00

COMPUTED TOTAL BASE BID CONTRACT 1-2023 (ITEMS 1 THROUGH 52)

Three million nine hundred ninety four thousand
one hundred eighty five and six cents

(Words)

Dollars \$ 3,994,185.06

(Numbers)

BID ALTERNATIVE NO. 1

CITY OF SWEENY
 SWEENY, TEXAS
 GLO-MIT SANITARY SEWER IMPROVEMENTS
 GLO CONTRACT NO. 22-082-007-D205
 CONTRACT 1-2023

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Lift Station					
1.	Farm-to-Market 1459 Lift Station Generator and Automatic Transfer Switch, INCL Generator Pad and Related Appurtenances	1	LS	\$ 147,954.80	\$ 147,954.80
2.	Farm-to-Market 524 Lift Station Generator and Automatic Transfer Switch, INCL Generator Pad and Related Appurtenances	1	LS	\$ 127,897.60	\$ 127,897.60
3.	Fence Temporary Removal, Repair, and Reinstallation Related to Lift Station Generators	20	LF	\$ 75.00	\$ 1,500.00
4.	Furnish and Install New Fencing at Farm-to-Market 524 Lift Station, Related to Lift Station Generator	36	LF	\$ 75.00	\$ 2,700.00

COMPUTED TOTAL BID ALTERNATIVE NO. 1

Two hundred eighty thousand fifty two dollars and forty cents Dollars \$ 280,052.40
 (Words) (Numbers)

ARTICLE 6--TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 360 calendar days after the date when the Contract Time commences to run as provided in Paragraph 32 of the General Conditions and ready for final payment within 480 calendar days after the date when the Contract Time commences to run.

6.02 Bidder accepts the provisions of the General Conditions as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7--ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of 5% of GAB Bond
(Certified Check, Bank Money Order, or Bond)
- B. Form CIQ Conflict of Interest Questionnaire (if required).
- C. Certificate of Interested Parties (Form 1295).
- D. Noncollusion Affidavit of Prime Bidder.
- E. Certificate of Bidder Regarding Civil Rights Laws and Regulations.
- F. CONTRACTOR's Certificate of Recovered Materials.
- G. CONTRACTOR's Local Opportunity Plan.
- H. Proposed Contracts Breakdown and Estimated Project Workforce Breakdown.
- I. Certification for Business Concerns--Seeking Section 3 Preference in Contracting and Demonstration of Capability.
- J. Certification Regarding Lobbying.
- K. Disclosure of Lobbying Activities and Instructions.
- L. Statement of Bidder's Qualifications.
- M. Evidence that Bidder is active and cleared (not suspended or debarred) in System for Award Management (SAM).
- N. Section 504 Certification--Policy of Nondiscrimination on the Basis of Disability.
- O. Child Support Statement for Negotiated Contracts and Grants.
- P. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.
- Q. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain

a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8-DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Special Conditions.

ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Matula & Matula Construction, Inc.

Street: 122 West Way, Suite 325

City, State, Zip Code: Lake Jackson, TX 77566

Phone No.: 979-480-0030 Fax No.: 979-480-0060

E-mail address: jmmurphy@matulainc.com

ARTICLE 10-BID SUBMITTAL

Submitted on February 22, 2024

State Contractor License Number _____ (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

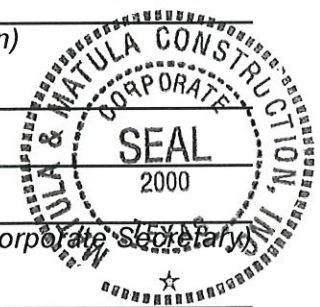
A Corporation

Corporation Name: Matula & Matula Construction, Inc.
State of Incorporation: Texas
Type (General Business, Professional, Service, Limited Liability): General Business
By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): James Michael Murphy

Title: Vice President

Attest [Signature] _____
(Signature of Corporate Secretary)



Business address: 122 West Way, Suite 325, Lake Jackson, TX 77566

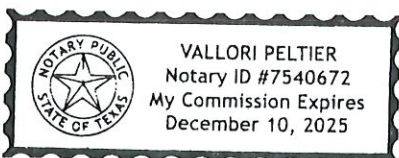
Phone No.: 979-480-0030 Fax No.: 979-480-0060

E-mail address: jmmurphy@matulainc.com

Date of Qualification to do business in (State where the Project is located) is January 2000

Sworn and subscribed to before me this
22nd day of February, 2024
[Signature]

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 2-10-25



A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this _____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Matula & Matula Construction, Inc.

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 James Michael Murphy
Signature of vendor doing business with the governmental entity

02/22/2024
Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

ADDITIONAL CONDITION OF AWARD —

DISCLOSURE OF INTERESTED PARTY FORM:

NEW OBLIGATION OF THE CITY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the City may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City as prescribed by the Texas Ethics Commission ("TEC"). In the event that the bidder's bid for the City is the best bid received, the City or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly, not later than the effective date of the Agreement, file the materials described below.

PROCESS FOR COMPLETING THE DISCLOSURE FORM¹

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City ("City, Texas")
- (b) item 3 – the identification number ("CDBG-MIT City"), and
- (c) item 3 – description of the goods or services assigned to this contract by the City ("Construction Services for City")

You must:

- 1) complete the Disclosure Form electronically at the TEC's "electronic portal", and
- 2) print, sign and deliver a copy (scanned and emailed is fine) of the disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:

<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

¹ A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Matula & Matula Construction, Inc.
Lake Jackson, TX United States

Certificate Number:
2024-1126625

Date Filed:
02/21/2024

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

Date Acknowledged:

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

1-2023
GLO-MIT Sanitary Sewer Improvements GLO Contract No. 22-082-007-D205

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Matula, Jonathan	Lake Jackson , TX United States	X	
	Murphy, James	Lake Jackson , TX United States	X	
	Gonzalez, Delia	Lake Jackson, TX United States	X	

5 Check only if there is NO Interested Party.

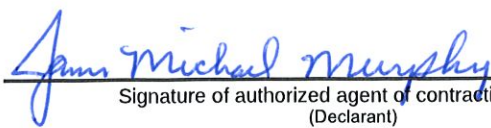
6 UNSWORN DECLARATION

My name is James Michael Murphy, and my date of birth is 10/21/1964.

My address is 122 West Way, Suite 325, Lake Jackson, TX, 77566, US.
(street) (city) (state) (zip code) (country)

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

Executed in Brazoria County, State of Texas, on the 22 day of February, 2024.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Brazoria)

James Michael Murphy, being first duly sworn, deposes and says that:

(1) He/She is Vice President of Matula & Matula Construction, Inc., the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Sweeny (Local Public Agency) or any person interested in the proposed Contract; and

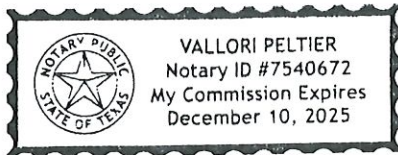
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) James Michael Murphy

Vice President

Title

Subscribed and sworn to me this 22nd day of February 2024.



By: Vallori Peltier

Notary Public

My commission expires 12-10-25

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Matula & Matula Construction, Inc.
122 West Way, Suite 325
Lake Jackson, TX 77566

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

James Michael Murphy, Vice President

NAME AND TITLE OF SIGNER (Please type)

James Michael Murphy

SIGNATURE

2/22/2024

DATE

CONTRACTOR'S CERTIFICATION of RECOVERED MATERIAL

ACKNOWLEDGEMENT

I, James Michael Murphy (Principal's Name) of Matula & Matula Construction, Inc. (Company Name), (hereinafter called "Contractor"), acknowledge the recovered material bidding requirements found in 2 CFR 200.322 that requires the Contractor to procure those items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

I also acknowledge that this requirement shall apply to items purchased (1) where the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) where during the preceding fiscal year, the value of the quantity acquired was in excess of \$10,000.

Finally, I acknowledge the attached list of recovered materials included in the bid documents.

(For up-to-date listing, please go to <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>)

James Michael Murphy, Vice President

Printed Name and Title

James Michael Murphy

Signature

02/22/2024

Date

USE OF RECOVERED MATERIAL

Please check one:

- Recovered materials are included in this bid:
Materials included _____
- Recovered materials are not reasonably available in a reasonable period of time.
- Recovered materials fail to meet reasonable performance standards, which are determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable.
- Recovered materials are only available at an unreasonable price.

James Michael Murphy, Vice President

Printed Name and Title

James Michael Murphy

Signature

02/22/2024

Date


Mat

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Matula & Matula Construction, Inc. (name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Sweeny.

- A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.
- L. As officers and representatives of Matula & Matula Construction, Inc. (name of company), we the undersigned have read and fully agree to this Plan and the City's

Section 3 Plan and become a party to the full implementation of the program and its provisions.


Signature

James Michael Murphy
Printed Name

Vice President
Title

02/22/2024
Date

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – list all construction, materials, or other types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

Estimated \$ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
Asphalt + Work	1			
Bases	1			

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Supervisor	1	1		
Operators	3	3		
Pipe layers	2	2		
Laborers	2	2		
Pipe layer helpers	1	1		
Totals	9	9		



Texas General Land Office
Community Development Block Grant (CDBG)
Disaster Recovery Program

CERTIFICATION FOR BUSINESS CONCERNS
Seeking Section 3 Preference in Contracting and
Demonstration of Capability

Economic Opportunities for Low and Very Low-Income Persons

Grantee/Subrecipient: _____ Contract Number: _____ Date: _____
[] [] []

CONTRACTOR INFORMATION

Name of Business Matula & Matula Construction, Inc.

Address of Business 122 West Way, Suite 325, Lake Jackson, TX 77566

- Type of Business: Corporation Partnership Non-Profit Consortium
 Sole Proprietorship Joint Venture

Attach the following documentation as evidence of Section 3 eligible status:
(Definition of "Section 3 Business Concern" in 24 CFR 135 describes the three alternative qualifications.)

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease Copy of receipt of public assistance
 Copy of evidence of participation in a public assistance program Other evidence

For business entity as applicable:

- Copy of Articles of Incorporation Certificate of Good Standing
 Assumed Business Name Certificate Partnership Agreement
 List of owners/stockholders and % ownership of each appointed officers Corporation Annual Report
 Organization chart with names and titles and brief function statement Latest Board minutes
 Additional documentation

For business entity claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business(es):

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, by claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees List of employees claiming Section 3 status
 PHA/IHA Residential lease less than 3 years from day of employment Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement Statement of ability to comply with public policy
 List of owned equipment
 List of all contracts for the past two years

James Michael Murphy
Authorized Name and Signature

2/12/24
Date

Attested By: Debbie Y. [Signature]

(Corporate Seal)



CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87*

(To be submitted with each bid or offer exceeding \$100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

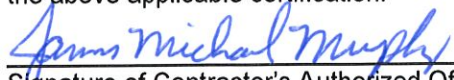
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the Contractor, I hereby certify that the applicant will comply with the above applicable certification.



Signature of Contractor's Authorized Official

James Michael Murphy, Vice President

Printed Name and Title of Contractor's Authorized Official

02/22/2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>James Michael Murphy</u> Print Name: James Michael Murphy Title: Vice President Telephone No.: 979-480-0030 Date: 02/22/2024	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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 it desires.

Date: 02/22/2024

Bidder (Legal Name of Firm): Matula & Matula Construction, Inc.

Date Organized: August 1994

Name of Owner(s): Jonathan Matula

Address: 122 West Way, Suite 325, Lake Jackson, TX 77566

Date Incorporated January 2000

Federal ID Number: 75-2848842

Number of Years in contracting business under present name 30 Years

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract: Please see attached

Contract	Amount \$	Completion Date

Type of work performed by your company: Site work, Demo, Paving, Foundations, Tilt Walls, Underground Utilities, Generators, Lift Stations

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Please see attached

Have you ever failed to complete any work awarded to you? Yes No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five-year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

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

Project	Amount \$	Mo/Yr Completed
Please see attached		

Major equipment available for **this** contract: Please see attached

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

(Optional) Minority Business Reporting Information:

Owner's Race: _____
Owner's Ethnicity: _____
Owner's Gender: _____

Are you a Section 3 business? (See below) Yes No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the City's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References Please see attachedAA

Address: _____ Contact Name: _____
City & State: _____ Zip: _____ Phone Number: _____
Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

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

Signed this 22nd day of February, 2024.

James Michael Murphy

Signature

James Michael Murphy, Vice President

Printed Name and Title

Matula & Matula Construction, Inc.

Company Name

Notary Statement:

James Michael Murphy, being duly sworn, says that he/she is the Vice President Position/Title of Matula & Matula Construction, Inc. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City of Sweeny in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 22nd day of February, 2024.

Notary Public

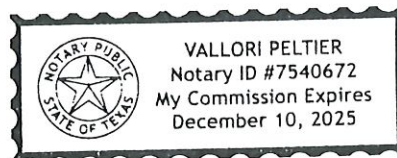
Vallori Peltier

Signature

Vallori Peltier

Printed Name

My Commission Expires: 12-10-25



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**Work in Progress
Contracts on Hand
2/22/2024**

	Project	Owner	Architect / Engineer	Phone No.	Contract Amount	Percent Complete	Scheduled Completion
1	Glen Cove Lift Station Rehabilitation	League City, City of	Sander Engineer	713-784-4830	\$ 2,151,857.00	100%	02/19/24
2	Regional Lift Station Project	Missouri City, City of	Arkk Engineers	713-400-2755	\$ 1,581,830.00	85%	04/11/24
3	Lift Station Rehabilitation for Elkins (No.24) and Terrace View (No.507)	Sugar Land, City of	Sander Engineer	713-784-4830	\$ 1,347,715.00	34%	05/03/24
4	Mustang Bayou Regional Lift Station Force Main & Highway 6 Water Line Extension	Missouri City, City of	Arkk Engineers	713-400-2755	\$ 1,899,873.00	85%	03/29/24
5	Paving, Drainage & Utility Improvements on Azalea Street from Circle Way to Center Way	Lake Jackson, City of	City of Lake Jackson	979-415-2400	\$ 458,733.50	99%	02/29/24
6	Concrete Pavement Repairs 2023 - Bar X	Brazoria County	R.G. Miller	281-921-8753	\$ 1,061,889.40	77%	03/15/24
7	ARPA South Water Plant Improvements	Richwood, City of	Strand Assoc.	979-836-7937	\$ 593,000.00	18%	07/12/24
					<u>\$ 9,094,897.90</u>		

PRINCIPAL INDIVIDUALS
CONSTRUCTION EXPERIENCE
2024

Name: Jon Matula
Position: President (Officer)
Years of Experience: 36
Description of Experience: Jon has been President of Matula & Matula Construction, Inc. since the Company's inception in 1994 and has a vast knowledge of the Civil Construction industry. He works closely with his key employees and customers ensuring projects are completed satisfactorily. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Mike Murphy
Position: Vice President (Officer)
Years of Experience: 41
Description of Experience: Mike has 41 years of experience in office, administrative, estimating, and project managing of civil construction in municipality and private development. This experience includes but not limited to water, sanitary and storm sewer and concrete paving. He has gained his knowledge and experience working for TxDot, Brown & Root, Inc., Uticon, Ltd., and now Matula & Matula Construction, Inc.

Name: Delia Y. Gonzalez
Positions: Secretary/Treasurer (Officer)
Years of Experience: 17
Description of Experience: Delia has 17 years of experience in accounting, office, and administrative of civil construction in municipality and private development. She holds a Bachelor's Degree in Accounting from the University of Houston – Clear Lake.

Name: Chris Blessing
Position: Estimator/Project Manager
Years of Experience: 24
Description of Experience: Chris has 24 years in estimating and project managing in the Civil Construction industry. He is knowledgeable in underground utilities, earthwork and paving. He has a Bachelor's Degree in Construction Management from Sam Houston State University. He has gained his knowledge and experience working for Texas Sterling Construction and Slack & Company Contracting, Inc.

Name: Glenn Byrd
Position: Superintendent/Estimator/Project Manager
Years of Experience: 43
Description of Experience: Glenn has 32 years supervisory experience in the Civil Construction industry. He is knowledgeable in the areas of lift stations, water / waste water installation, concrete construction, water treatment plants and underground utilities.

Building on a Foundation of Trust Since 1994

Name: Raul Hernandez
Position: Superintendent
Years of Experience: 33
Description of Experience: Raul has 23 years supervisory experience in the Civil Construction industry. He is knowledgeable in paving, foundations, sidewalks, demo, site work and elevated concrete projects such as decking.

Name: Jose Garza
Position: Superintendent
Years of Experience: 31
Description of Experience: Jose has 26 years supervisory experience in the Civil Construction industry. He is knowledgeable in underground work, storm sewer, street and utilities, water mains and water plants.

Name: Isaac Olguin
Position: Safety Director
Years of Experience: 31
Description of Experience: Field level, site manager and company director experience in petro-chemical construction, maintenance, manufacturing and turnaround operations. Training and education accomplishments include Safety and Health Degree, OSHA Course 500, OSHA Course 521, NUCA, Scaffold Competent Person/Trainer, 40 Hour HAZWOPER Course, CPR/Medic-First Aid, Master Trainer Course, High Performance Leadership and a Member of ASSE.

Name: Justin Earle
Position: Estimator/Project Manager
Years of Experience: 3
Description of Experience: Justin has 3 years of experience as an estimator and project manager, focusing on civil construction, specifically water/wastewater treatment plants and lift stations.

Name: Blake Matzke
Position: Project Manager
Years of Experience: 5
Description of Experience: Blake has several years of field experience including roadway construction, slope paving, site work, underground utilities, and carpentry, with one year of experience in estimating and project management. He has a Bachelor's Degree in Agricultural Economics from Texas Tech University, and past experience in commercial construction through an internship with Balfour Beatty.

Matula & Matula Construction, Inc.

Sanitary Sewer & Lift Stations Projects Completed

Project	Owner	Architect / Engineer	Engineer Phone No.	Contract Amount	Date of Completion
Campus Drive Regional Lift Station	Angleton, City of	Angleton, City of	979-849-4364	\$ 455,790.00	04/30/15
Lift Stations Rehabilitation for Hwy 6 (No. 101), Planters Row (No. 102) & Grant Lakes (No. 117)	Sugar Land, City of	Sanders Engineering, Inc	713-784-4830	\$ 627,142.50	06/30/15
Lift Station Improvements	West Columbia, City of	John D. Mercer & Associates	361-782-7121	\$ 148,735.00	07/27/15
Emergency Power Pumps at City Lift Stations - Phase II	Sugar Land, City of	Sanders Engineering, Inc	713-784-4830	\$ 514,139.00	10/31/15
Lift Station Improvements - #16	Lake Jackson, City of	Lake Jackson, City of	979-415-2415	\$ 40,733.72	06/16/16
SH 288 Eastside Improvements	Angleton, City of	HDR Engineering, Inc.	713-622-9264	\$ 1,772,750.00	07/27/16
Proposed Water, Sanitary Sewer, Storm Sewer and Paving for Creekside Subdivision, Section 2 (Oyster Bend Sub)	Brazosport Creekside, LLC	Randy L Stoud, P.E.	979-849-3141	\$ 785,458.48	11/08/16
CR 220 LS & Sanitary Improvements	Angleton, City of	HDR Engineering, Inc.	713-622-9264	\$ 1,855,582.00	12/31/16
Riverside Lift Station Upgrade	Freeport, City of	John D Mercer & Associates, Inc.	361-782-7121	\$ 396,830.00	01/27/17
Phase 1 Construction for Grading, Paving, Drainage, Water and Sanitary Sewer	Angleton 1st Baptist Church	Baker & Lawson	979-849-6681	\$ 528,752.10	01/31/17
Colonial Lakes & Thompson Ferry Lift Station Rehabilitation Project	Missouri City, City of	5Engineering	832-800-3483	\$ 778,435.00	07/31/17
Rehab of Elm Street LS	Oyster Creek, City of	John D Mercer & Associates, Inc.	361-782-7121	\$ 137,485.00	08/15/17
Water, Sanitary Sewer, Drainage Facilities and Paving to Serve Creekside Subdivision, Section Three and Four	Brazosport Creekside LLC	Randy L Stoud, P.E.	979-849-3141	\$ 1,740,258.39	08/31/17
North Sanitary Sewer System Extension from North Water Plant to Existing Wastewater Treatment Plant and Lift Station No. 25 Force Main Pipe Replacement Installation to WWTP	Lake Jackson, City of	Lake Jackson, City of	979-415-2415	\$ 4,017,044.22	9/25/2017
Water, Sanitary Sewer, Drainage Facilities and Paving to Serve Rosewood Subdivision , Section Two	Chris Peltier	Randy L Stoud, P.E.	979-849-3141	\$ 248,488.87	09/30/17
Reclaimed Water Sytem to BASF	Clute, City of	KSA Engineers	281-494-3252	\$ 1,715,588.14	12/31/2017
Freeport Sanitary Sewer Collection	Veolia Water	Veolia Water	979-2334281	\$ 250,023.10	01/23/18
Lift Station Rehab	Palacios, City of	John D Mercer & Associates, Inc	361-782-7121	\$ 241,361.00	04/13/18
Downtown Revitalization South Parking Place Phase (Carriage Square)	Lake Jackson, City of	City of Lake Jackson	979-415-2415	\$ 1,710,034.20	4/30/2018
Sanitary Sewer Lift Station Modifications	First Baptist Church of Angleton	Baker & Lawson	979-849-6681	\$ 87,478.00	8/31/2018
Lift Station & Sewer Rehabilitation Project	Matagorda County/City of Palacios	John D. Mercer & Associates, Inc.	361-782-7121	\$ 261,794.00	7/30/2019
2018 CDGB Sewer Replacement	Brazoria, City of	Strand Associates, Inc.	979-836-7937	\$ 152,098.10	9/30/2019
WWTP Main Lift Station Mechanical Bar Screen Project	Matagorda County	John D. Mercer & Associates, Inc.	361-782-7121	\$ 1,025,668.00	12/31/2019
Smith Lane Lift Station Rehabilitation	League City, City of	Sanders Engineering, Inc	713-784-4830	\$ 570,498.40	3/31/2020
Vacuum Sewer Wastewater Collection System Improvement Project	Beach Road Municipal Utility District	Fulcrum Consulting Services	956-797-3411	\$ 2,016,383.59	5/5/2020
2019 Community Development Rehabilitation of City Hall Lift Station	Oyster Creek, City of	John D. Mercer & Associates, Inc.	361-782-7121	\$ 210,720.00	6/30/2020
First Baptist Church Water, Sanitary Sewer and Storm	First Baptist Church of Angleton	Teal Construction Co	713-465-8306	\$ 194,455.00	7/31/2020
League City Waterford Lift Stations 1 and 2	League City, City of	Arrk Engineers	713-400-2755	\$ 682,665.00	5/13/2021
Windrose Green Lift Station No. 1	Emptor Angleton LLC	Costello, Inc.	713-783-7788	\$ 537,798.00	9/15/2021
Lift Station Rehabilitation for Auburn Trails, Baybridge, and Commonwealth	Sugar Land, City of	Sanders Engineering, Inc	713-784-4830	\$ 1,257,970.00	4/30/2022
Rehabilitation of Duncan Dr. Lift	Oyster Creek, City of	John D. Mercer & Associates	361-782-7121	\$ 178,918.68	8/31/2021
Rehabilitation of Blackbeard Lift Station	Jamaica Beach, City of	John D. Mercer & Associates	361-782-7121	\$ 116,592.00	6/30/2022
18" Sewer Replacement	Brazoria, City of	Strand Associates, Inc.	979-836-7937	\$ 1,738,171.85	3/2/2023
ARPA Sanitary Sewer Improvements	Sealy, City of	Strand Associates, Inc.	979-836-7937	\$ 313,827.46	6/8/2023
South Shore #1 and #2 Lift Stations	League City, City of	Arrk Engineers	713-400-2755	\$ 901,373.00	6/28/2023

Matula & Matula Construction, Inc.

EQUIPMENT LIST – MACHINERY

TRUCKS

Equipment No.	Year	Make	Model
006	2007	Chevy	3500
007	2007	Chevy	K3500 Flatbed
011	2013	Chevy	3500
013	2001	Chevy	Silverado 1500
015	2015	Ford	F250
019	2019	GMC	Sierra

BACK HOES

Equipment No.	Year	Make	Model
105	2005	John Deere	310G 4x4 Loader Backhoe
106	2007	John Deere	110 Compact Loader Backhoe
107	2007	Case	580M
109	2006	Case	580 Super M
108	2007	Case	580M
111	2011	Case	580N 4 Wheel Drive
112	2011	Case	580N 4 Wheel Drive
113	2010	Case	580N 2 Wheel Drive
114	2016	Case	580N Rubber Tire

TRACK HOES

Equipment No.	Year	Make	Model
205	2007	Caterpillar	314
220	2007	Caterpillar	315CL
221	2007	Caterpillar	312CL
224	2013	Linkbelt	210 X2 Tier III
225	2013	Linkbelt	210 X2 Tier III
228	2012	Linkbelt	135 Spin Ace Tier III
229	2011	Linkbelt	350X2
230	2008	Linkbelt	330 LX
231	2015	Linkbelt	205X4 Excavator
232	2015	Linkbelt	145X3
233	2015	Linkbelt	210X3
235	2015	Linkbelt	300X4
236	2017	Linkbelt	210X3
237	2017	Linkbelt	145X3
238	2017	Linkbelt	145X3
239	2017	Kobelco	SK210
240	2018	Kobelco	SK300-LC10
241	2020	Linkbelt	250x4

MINI'S

Equipment No.	Year	Make	Model
211	2007	Bobcat	425ZTS
212	2013	Bobcat	E35ZTS
213	2013	Bobcat	E35ZTS
214	2019	Bobcat	E35
215	2019	Bobcat	E35
216	2021	Bobcat	E35

BULL DOZERS

Equipment No.	Year	Make	Model
303	2006	Caterpillar	D3G
304	2007	Caterpillar	D3G
305	2006	Caterpillar	D4GLGP
306	2007	Komatsu	D61PX-15EO
307	2006	Komatsu	D65PX-15
308	2015	John Deere	700K Crawler Dozer
309	2015	John Deere	700K Crawler Dozer
310		Komatsu	D61PX-15

FRONT END LOADERS

Equipment No.	Year	Make	Model
350	2006	Komatsu	WA200 PT-5
351	2003	Kawasaki	652-4TM
352	2017	Caterpillar	926M

MIXER

Equipment No.	Year	Make	Model
402	2003	Caterpillar	RM-250C Mixer

ROLLER

Equipment No.	Year	Make	Model
502	2000	Dynapac	CC102 Smooth
504	2004	Ingersoll-Rand	SD45D-TF
505	2006	Caterpillar	CP323C
506	2008	Caterpillar	CB24 Smooth Drum Roller
507	2019	Dynapac	CA362PD Sheepsfoot Roller
508	2019	Hamm	HD12VV Roller

BOBCAT SKID STEER

Equipment No.	Year	Make	Model
602	2006	Bobcat	S175
605	2004	Caterpillar	226 B Skid Steer
606	2015	Bobcat	T590 Track Loader
607	2017	Bobcat	T590 Track Loader

MISC EQUIPMENT

Equipment No.	Year	Make	Model
610	1998	Amida	AL400 Light Tower
620			Arrowboard
701	2004	Noram	65E Motor Grader
702	2009	Komatsu	GD655 Motor Grader
710		Hurco	Hydrostatic Test Pump
720			7-Vibratory Screed
730		A&G	Boring Machine & Unit
731	2014	Prairie Dog	Boring Machine
750	2004		Lay-Mor 8HC Broom
760			Compound Spray Trailer
770	1997	Mack	CH813 4000 Gal Water Truck
780	2013	John Deere	6115D Conventional Tractor
790	2017	Vermeer	BC1000XL-31 Tractor
802			16' Lowboy Trailer
803	2007		18' Lowboy Trailer
804	2007		16' Trailer
805			WT540 Water Trailer 500 Gal
807	2005	Deckover	Trailer
808	2017	Trail	20' Black Flat Trailer
809	2020	Trailer	20' Brake System
810	2019	Trailer	16' Axle

EQUIPMENT LIST - TRUCKING

Equipment No.	Year	Make	Model
907	1999	Sterling	9500 Haul Truck
910	2007	Mack	CV 713 Granite
911	2005	Mack	CV713 Granite
913	2006	Mack	CV7
952	2008	Pitts	Haul Trailer

**Insert System for Award Management (SAM)
record search for company name and company
principal**



MATULA & MATULA CONSTRUCTION INC

Unique Entity ID CG4EYTM79J5	CAGE / NCAGE 9CYA2	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Sep 12, 2024	
Physical Address 122 W WAY ST STE 325 Lake Jackson, Texas 77566-5251 United States	Mailing Address 122 W WAY ST STE 325 Lake Jackson, Texas 77566-5251 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Sep 15, 2023	Submission Date Sep 13, 2023	Initial Registration Date Jun 22, 2022
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Entity Dates

Entity Start Date Aug 1, 1994	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	Business or Organization	(blank)
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	9CYA2

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****85	(blank)
Financial Institution	Account Number	
SOUTHSTAR BANK, S.S.B..	*****11	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
9792162404	(blank)	(blank)
Fax		
(blank)		

Remittance Address

Matula & Matula Construction Inc
 122 West WAY Suite 325
 Lake Jackson, Texas 77566
 United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****8842	Applicable Federal Tax	Matula & Matula Construction Inc
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2021	President	Sep 13, 2023
Address	Signature	
122 W WAY ST	Jon Matula	
Lake Jackson, Texas 77566		

Points of Contact

Accounts Receivable POC

DeHa Gonzalez
 ygonzalez@matulainc.com
 9794800030

Electronic Business

♀
Delia Gonzalez
ygonzalez@matulainc.com
9794800030

122 West WAY, Suite 325
Lake Jackson, Texas 77566
United States

Government Business

♀
Delia Gonzalez
ygonzalez@matulainc.com
9794800030

122 West WAY, Suite 325
Lake Jackson, Texas 77566
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
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Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Corporation does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Matula & Matula Construction, Inc.

(Address) 122 West Way, Suite 325

Lake Jackson, TX 77566

City State Zip

Telephone Number (979) 480 - 0030 Voice
 () _____ - _____ TDD

James Michael Murphy has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

List below the name and ownership percentage of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	OWNERSHIP BY %
Jonathan Matula	100%

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is eligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.



 Signature – Company Official

Matula & Matula Construction, Inc.

 Printed/Type Firm Name

James Michael Murphy

 Printed/Typed Name and Title

02/22/2024

 Date

BIDDER: Matula & Matula Construction, Inc.

BID FORMS

CITY OF SWEENY
SWEENY, TEXAS
GLO-MIT SANITARY SEWER IMPROVEMENTS
GLO CONTRACT NO. 22-082-007-D205
CONTRACT 1-2023

Prepared by:

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

Issued for Bid
February 7, 2024



SECTION 00 41 00

BID

CITY OF SWEENEY
SWEENEY, TEXAS
GLO-MIT SANITARY SEWER IMPROVEMENTS
GLO CONTRACT NO. 22-082-007-D205
CONTRACT 1-2023

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. BIDDER'S CERTIFICATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 2 P.M. local time, February 22, 2024.

1.02 This Bid is submitted to: City of Sweeny
102 West Ashley Wilson Road
Sweeny, TX 77480

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 115 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

Date:	Addendum Number:
<u>02/19/2024</u>	<u>1</u>
_____	_____
_____	_____

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3—BIDDER'S REPRESENTATIONS

3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Special Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4-BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

4.02 Prohibition on Boycotting Israel

In accordance with HB 89 and Texas Government Code Chapter 2270, OWNER may not enter into a Contract with a "company" for goods or services unless the Contract contains the following written verification:

A. For the purposes for this section only, the terms "company" and "boycott Israel" shall have the meaning assigned by Texas Government Code Chapter 2270.

B. If a Bidder qualifies as a "company" outside of the exclusions of HB 793, then Bidder hereby verifies that it:

1. Does not "boycott Israel"; and
2. Will not "boycott Israel" during the term of the Contract.

4.03 Iran, Sudan, and Foreign Terrorist Organization Verification

A. In accordance with SB 252 and Texas Government Code 2252, Bidder hereby certifies that it is not listed on the website of the Comptroller of the State of Texas concerning the list of companies that are identified under Section 806.051, Section 807.051, or Section 2252.153 of the Texas Government Code.

B. Bidder also further certifies that should it enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any foreign terrorist organization, it will immediately notify the OWNER's purchasing department.

4.04 Critical Infrastructure Verification

In accordance with SB 2116 and Texas Government Code Chapter 2274, Bidder hereby certifies that if it has or will have remote or direct access to communication infrastructure systems, cybersecurity systems, the electric grid, hazardous waste treatment systems, or water treatment facilities as a result of entering into a Contract with the OWNER, that Bidder is not:

A. Owned by or the majority of stock or other ownership interest is not held or controlled by:

1. Individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor; or
2. 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 a country designated by the Governor; or

B. headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor.

4.05 Prohibition on Boycotting Energy Companies

In accordance with SB 13 and Texas Government Code 2274, Bidder hereby certifies that if it is not a sole proprietorship, if it has 10 or more full-time employees, or if the Contract Price will be greater than \$100,000, that Bidder:

- A. Will not boycott energy companies; and
- B. Will not boycott energy companies during the term of the Contract.

4.06 Firearm Entity or Trade Association Discrimination

In accordance with SB 19 and Texas Government Code 2274, Bidder hereby certifies that if it is not a sole proprietorship, if it has 10 or more full-time employees, or if the Contract Price will be greater than \$100,000, that Bidder:

A. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade associations; and

B. Will not discriminate during the term Contract against a firearm entity or firearm trade association.

These requirements do not apply to an exempt contract under Section 2274.003 of the Texas Government Code.

4.07 Bidder also hereby acknowledges and agrees that all verifications and certifications located in Articles 4.02 through 4.06 will become material terms of the Contract and OWNER is expressly relying on these verification and certifications in agreeing to enter into a Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	PVC	-	Polyvinyl Chloride
EXCL	-	Excluding	RCP	-	Reinforced Concrete Pipe
FT	-	Feet	RT	-	Right
GAL	-	Gallon	SF	-	Square Foot
HERCP	-	Horizontal Elliptical RCP	STA	-	Station
HRS	-	Hours	SY	-	Square Yard
IN	-	Inch	T	-	Ton
INCL	-	Including	VLF	-	Vertical Linear Foot
LBS	-	Pounds	W/	-	With
LF	-	Linear Foot	W/O	-	Without

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID
 CITY OF SWEENEY
 SWEENEY, TEXAS
 GLO-MIT SANITARY SEWER IMPROVEMENTS
 GLO CONTRACT NO. 22-082-007-D205
 CONTRACT 1-2023

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any alternatives to the Computed Total Base Bid. Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Utility Activities					
1.	Remove and Replace Existing Sanitary Sewer W/ 6-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, All Depths	45	LF	\$ 107.50	\$ 4,837.50
2.	Remove and Replace Existing Sanitary Sewer W/ 8-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, All Depths	65	LF	\$ 87.40	\$ 5,681.00
3.	Remove and Replace Existing Sanitary Sewer W/ 10-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, All Depths	10	LF	\$ 441.80	\$ 4,418.00
4.	Remove and Replace Existing Sanitary Sewer W/ 12-IN ASTM D-2241 SDR-21 PVC Sanitary Sewer Line at Water Main Crossing, by Open Cut, All Depths	20	LF	\$ 215.70	\$ 4,314.00
5.	Remove and Replace Existing Sanitary Sewer W/ 12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, 5- to 10-FT Depth	660	LF	\$ 95.40	\$ 62,964.00
6.	Remove and Replace Existing Sanitary Sewer W/12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Open Cut, 10- to 15-FT Depth	550	LF	\$ 130.20	\$ 71,610.00

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
7.	Furnish All Equipment and Materials to Install 12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line, by Bore	160	LF	\$ 211.20	\$ 33,792.00
8.	Furnish All Equipment and Materials to Install 12-IN ASTM D-3034 SDR-26 PVC Sanitary Sewer Line Inside a 24-IN Welded Steel Casing, by Bore	45	LF	\$ 392.60	\$ 17,667.00
9.	Remove and Replace Existing Sanitary Sewer W/ 18-IN ASTM F679 PS 115 PVC Sanitary Sewer Line, by Open Cut	15	LF	\$ 400.90	\$ 6,013.50
10.	Remove and Replace Existing Sanitary Sewer W/ 24-IN ASTM D-2241 SDR-21 PVC Sanitary Sewer Line at Water Main Crossing, by Open Cut, All Depths	160	LF	\$ 351.90	\$ 56,304.00
11.	Remove and Replace Existing Sanitary Sewer W/ 24-IN ASTM F679 PS 115 PVC Sanitary Sewer Line, by Open Cut, 5-to 10-FT Depth	4,790	LF	\$ 226.70	\$ 1,085,893.00
12.	Remove and Replace Existing Sanitary Sewer W/ 24-IN ASTM F679 PS 115 PVC Sanitary Sewer Line, by Open Cut, Greater than 10-FT Depth	3,610	LF	\$ 269.60	\$ 973,256.00
13.	Remove and Replace Existing Service Lateral W/ 24- by 4-IN Service Wye, 4-IN Service Cleanout Inside the Meter Box, Connect to Existing Service Line at Right of Way	57	EA	\$ 5,576.90	\$ 317,883.30
14.	Remove and Replace Existing Sanitary Sewer Service Line W/4-IN Schedule 40 PVC.	1,975	LF	\$ 44.40	\$ 87,690.00
15.	Tie-In New 18-IN ASTM F679 PS 115 PVC to Existing Piping	2	EA	\$ 1,404.40	\$ 2,808.80
16.	Tie-in New 12-IN ASTM F679 PS 115 PVC to Existing Piping	3	EA	\$ 620.50	\$ 1,861.50
17.	Tie-in New 10-IN ASTM F679 PS 115 PVC to Existing Piping	2	EA	\$ 548.80	\$ 1,097.60
18.	Tie-in New 8-IN ASTM F679 PS 115 PVC to Existing Piping	9	EA	\$ 493.90	\$ 4,445.10
19.	Tie-in New 6-IN ASTM F679 PS 115 PVC to Existing Piping	6	EA	\$ 453.30	\$ 2,719.80
20.	Furnish all Materials to install a 6-IN Drop Connections, All Depths	7	EA	\$ 2,156.30	\$ 15,094.10
21.	Furnish all Materials to install a 8-IN Drop Connections, All Depths	1	EA	\$ 2,627.00	\$ 2,627.00
22.	Tie New 24-IN ASTM F679 PS 115 PVC to Existing MH	1	EA	\$ 7,500.40	\$ 7,500.40
23.	Remove and Dispose of the Existing MH	28	EA	\$ 780.40	\$ 21,851.20
24.	Install a 4-FT Precast Concrete MH, Standard Cone	13	EA	\$ 3,809.20	\$ 49,519.60

Item No.	Description	Estimated Quantity	Unit	Bld Unit Price	Bld Price
25.	Install 4-FT Precast Concrete MH, Flat Top W/ Vent Pipe	1	EA	\$ 8,503.80	\$ 8,503.80
26.	Provide Additional Depth for 4-FT-DIA Concrete MH	36.4	VF	\$248.90	\$9,059.96
27.	Install a 5-FT Precast Concrete MH, Flat Top W/ Vent Pipe	2	EA	\$9,673.30	\$ 19,346.60
28.	Install a 5-FT Precase Concrete MH, Standard Cone	18	EA	\$5,570.90	\$ 100,276.20
29.	Provide Additional Depth for 5-FT-DIA Concrete MH	81	VF	\$338.90	\$27,450.90
30.	Install a 6-FT Precast Concrete MH, Standard Cone	1	EA	\$ 9,971.40	\$ 9,971.40
31.	Provide Additional Depth for 6-FT-DIA Concrete MH	7	VF	\$ 521.90	\$ 3,653.30
32.	Perform Closed-Circuit Television on Existing Parallel Sewer Line to Determine Existing Service Location	2,165	LF	\$ 5.30	\$ 11,474.50
33.	Remove and Dispose of Existing Concrete Collar and Install New Cast-In-Place Concrete Collars Around MHs	6	EA	\$ 1,373.80	\$ 8,242.80
34.	Furnish All Equipment to Perform Bypass Pumping	1	LS	\$ 147,530.10	\$ 147,530.10
35.	Furnish Equipment to Perform Pot Holing or Hydro Excavation to Determine the Depth of Existing Gas Mains at the Locations Indicated on the Drawings	1	LS	\$ 39,018.30	\$ 39,018.30
36.	Furnish and Install 6-IN AWWA C900 DR 18 Water Line by Open Cut	2,085	LF	\$75.30	\$ 157,000.50
37.	Furnish and Install 6-IN AWWA C900 DR 18 Water Line W/ Restrained Joints	400	LF	\$ 78.10	\$31,240.00
38.	Make 2-IN Connection to Existing Water Main	2	EA	\$ 1,964.00	\$ 3,928.00
39.	Make 6-IN Connection to Existing Water Main	6	EA	\$ 1,946.90	\$ 11,681.40
40.	Furnish Equipment and Materials to Make Water Service Tap	37	EA	\$ 617.20	\$ 22,836.40
41.	Furnish and Install Water Service Line and Tie-in to Existing Water Meter	755	LF	\$ 38.00	\$ 28,690.00
42.	Furnish and Install Fire Hydrant Assembly	3	EA	\$ 6,722.20	\$ 20,166.60
43.	Furnish and Install 6-IN Gate Valve and Valve Box	13	EA	\$ 1,387.20	\$ 18,033.60
44.	Furnish and Install 2-IN Gate Valve and Valve Box	1	EA	\$803.80	\$ 803.80
45.	Provide Dewatering Equipment	3,000	LF	\$ 37.00	\$ 111,000.00

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Street Activities					
46.	Furnish and Install All Materials and Equipment to Perform Asphalt Pavement Repair Associated W/ Sanitary Sewer Replacement, INCL Base	1,420	LF	\$ 73.80	\$ 104,796.00
47.	Furnish and Install All Materials and Equipment to Mill and Overlay 2-IN Hot Mix Asphalt Concrete	610	T	\$ 304.90	\$ 185,989.00
48.	Furnish and Install All Materials and Equipment to Perform Concrete Pavement Repair Associated W/ Sanitary Sewer Replacement	55	LF	\$ 173.10	\$ 9,520.50
49.	Seeding and Sodding Associated W/ Utility Installation and Pavement Repair	1	LS	\$ 20,577.00	\$ 20,577.00
50.	Install and Maintain Trench Safety, 0- to 10-FT	7,350	LF	\$ 1.00	\$ 7,350.00
51.	Install and Maintain Trench Safety, Greater Than 10-FT	2,730	LF	\$ 5.20	\$ 14,196.00
52.	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00

COMPUTED TOTAL BASE BID CONTRACT 1-2023 (ITEMS 1 THROUGH 52)

Three million nine hundred ninety four thousand
one hundred eighty five and six cents

(Words)

Dollars \$ 3,994,185.06

(Numbers)

BID ALTERNATIVE NO. 1

CITY OF SWEENY
 SWEENY, TEXAS
 GLO-MIT SANITARY SEWER IMPROVEMENTS
 GLO CONTRACT NO. 22-082-007-D205
 CONTRACT 1-2023

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Lift Station					
1.	Farm-to-Market 1469 Lift Station Generator and Automatic Transfer Switch, INCL Generator Pad and Related Appurtenances	1	LS	\$ 147,954.80	\$ 147,954.80
2.	Farm-to-Market 524 Lift Station Generator and Automatic Transfer Switch, INCL Generator Pad and Related Appurtenances	1	LS	\$ 127,897.60	\$ 127,897.60
3.	Fence Temporary Removal, Repair, and Reinstallation Related to Lift Station Generators	20	LF	\$ 75.00	\$ 1,500.00
4.	Furnish and Install New Fencing at Farm-to-Market 524 Lift Station, Related to Lift Station Generator	36	LF	\$ 75.00	\$ 2,700.00

COMPUTED TOTAL BID ALTERNATIVE NO. 1

Two hundred eighty thousand fifty two dollars and forty cents Dollars \$ 280,052.40
 (Words) (Numbers)

ARTICLE 6--TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 360 calendar days after the date when the Contract Time commences to run as provided in Paragraph 32 of the General Conditions and ready for final payment within 480 calendar days after the date when the Contract Time commences to run.

6.02 Bidder accepts the provisions of the General Conditions as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7--ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of 5% of GAB Bond
(Certified Check, Bank Money Order, or Bond)
- B. Form CIQ Conflict of Interest Questionnaire (if required).
- C. Certificate of Interested Parties (Form 1295).
- D. Noncollusion Affidavit of Prime Bidder.
- E. Certificate of Bidder Regarding Civil Rights Laws and Regulations.
- F. CONTRACTOR's Certificate of Recovered Materials.
- G. CONTRACTOR's Local Opportunity Plan.
- H. Proposed Contracts Breakdown and Estimated Project Workforce Breakdown.
- I. Certification for Business Concerns--Seeking Section 3 Preference in Contracting and Demonstration of Capability.
- J. Certification Regarding Lobbying.
- K. Disclosure of Lobbying Activities and Instructions.
- L. Statement of Bidder's Qualifications.
- M. Evidence that Bidder is active and cleared (not suspended or debarred) in System for Award Management (SAM).
- N. Section 504 Certification-Policy of Nondiscrimination on the Basis of Disability.
- O. Child Support Statement for Negotiated Contracts and Grants.
- P. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.
- Q. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain

a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8-DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Special Conditions.

ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Matula & Matula Construction, Inc.
Street: 122 West Way, Suite 325
City, State, Zip Code: Lake Jackson, TX 77566
Phone No.: 979-480-0030 Fax No.: 979-480-0060
E-mail address: jmmurphy@matulainc.com

ARTICLE 10-BID SUBMITTAL

Submitted on February 22, 2024

State Contractor License Number _____ (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____
By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

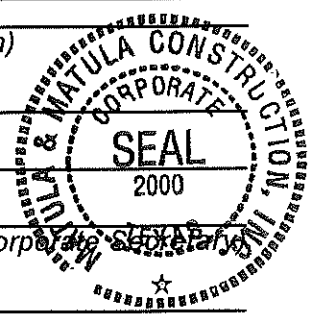
A Corporation

Corporation Name: Matula & Matula Construction, Inc.
State of Incorporation: Texas
Type (General Business, Professional, Service, Limited Liability): General Business
By: James Michael Murphy
(Signature -- attach evidence of authority to sign)

Name (typed or printed): James Michael Murphy

Title: Vice President

Attest Olivia J. Kernalz
(Signature of Corporate Secretary)



Business address: 122 West Way, Suite 325, Lake Jackson, TX 77566

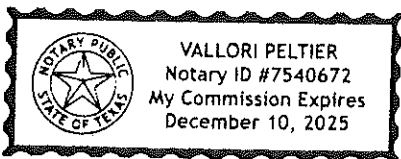
Phone No.: 979-480-0030 Fax No.: 979-480-0060

E-mail address: jmmurphy@matulainc.com

Date of Qualification to do business in (State where the Project is located) is January 2000

Sworn and subscribed to before me this
22nd day of February, 2024
Vallori Peltier

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires 2-10-25



A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION