



The Gray Insurance Company
The Gray Casualty & Surety Company

Bid Bond

Know all men by these presents:

THAT BRCT LLC dba Black Rock Construction

of Mansfield, Texas

hereinafter called the Principal, and The Gray Casualty & Surety Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto City of North Richland Hills as Obligee, hereinafter called the Obligee, in the sum of 5% MAB for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid:

Job Number: RFB 23-031

Project Description: Tyson Foods Sanitary Sewer

Project Location: City of North Richland Hills

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specialized in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this 11th day of October, 2023, by:

Principal: BRCT LLC dba Black Rock Construction

Witness: Ramon E. Cano

Signature and Title: [Signature] operation manager

Signature: [Signature]

Surety: The Gray Casualty & Surety Company

Witness: [Signature]

Attorney-in-Fact: Robert James Nitsche

Jennifer J. Biehle

Signature: [Signature]

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: **Principal:** BRCT LLC dba Black Rock Construction

Project: Tyson Foods Sanitary Sewer

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Robert James Nitsche, Robert Nitsche, Kenneth Nitsche, Craig Parker, Gary Nitsche, and Nina K. Smith of Giddings, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 11th day of October, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 11th day of October, 2023.





CITY OF NORTH RICHLAND HILLS

Thursday, September 28, 2023

RFB #23-031 TYSON FOODS SANITARY SEWER IMPROVEMENTS

ADDENDUM ONE:

1) Attachments to this Addendum:

- Pre-Bid Attendance Sheet
- Pre-Bid Power Point Presentation

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFB RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFQ document.

Name and Address of Company:

BRCT, LLC dba Black Rock Construction

PO Box 2280

Mansfield, TX 76063

Authorized Representative:

Signature:

Name: Donny Gamblin,

Title: Operations Manager

Phone: 512-738-6700

Email: donny@blackrockconstructiontx.com



CITY OF NORTH RICHLAND HILLS

Wednesday, October 4, 2023

RFB #23-031 TYSON FOODS SANITARY SEWER IMPROVEMENTS

ADDENDUM TWO:

- 1) Excel Spreadsheet 00 41 16 Bid Form Exhibit A has been uploaded.
- 2) It is the Contractor's responsibility to verify that the formulas included within this sheet accurately reflect their Total Adjusted Base Bid Amount.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFB RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFB document.

Name and Address of Company:

BRCT, LLC dba Black Rock Construction

PO Box 2280

Mansfield, TX 76063

Authorized Representative:

Signature: 

Name: Donny Gamblin,

Title: Operations Manager

Phone: 512-738-6700

Email: donny@blackrockconstructiontx.com



CITY OF NORTH RICHLAND HILLS

Monday, October 9, 2023

RFB #23-031 TYSON FOODS SANITARY SEWER IMPROVEMENTS

ADDENDUM ~~TWO~~ **THREE**

- 1) The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the Contract Documents.

THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFB RESPONSE.

Acknowledge receipt of this addendum by inserting this page with your RFB response. This addendum form is a part of the contract documents, and it so modifies, amends, deletes and/or adds to the original RFB document.

Name and Address of Company:

BRCT, LLC dba Black Rock Construction

PO Box 2280

Mansfield, TX 76063

Authorized Representative:

Signature:

Name: Donny Gamblin,

Title: Operations Manager

Phone: 512-738-6700

Email: donny@blackrockconstructiontx.com

**CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR
TYSON FOODS SANITARY
SEWER IMPROVEMENTS
FOR THE
CITY OF NORTH RICHLAND HILLS**



**Issued for Bid September 2023
City of North Richland Hills
Public Works Department
Project RFB 23-031**



13 Sept 2023

**FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144**

TABLE OF CONTENTS

SECTION I NRH PURCHASING GUIDANCE

SECTION II BIDDING DOCUMENTS

Notice to Bidders
Special Instructions to Bidders
Financial Statement
Liabilities and Net Worth
Experience Record
Equipment Schedule
Bid Form

- Bid Schedule
- Bid Unit Prices

SECTION III CONTRACTUAL DOCUMENTS

Standard Form of Construction Agreement
(Contract)
Performance Bond
Payment Bond
Maintenance Bond
Contractor's Release to City
Contractor's Affidavit of Final Payment

SECTION IV TECHNICAL SPECIFICATIONS

Measurement and Payment
Temporary Stormwater Pollution Prevention
Temporary Bypass Pumping
Pipeline Crossing by Trenchless Methods

SECTION V SPECIAL PROVISIONS

SECTION VI GEOTECHNICAL DATA REPORT



PURCHASING DEPARTMENT

REQUEST FOR BID

**23-031 TYSON FOODS SANITARY
SEWER IMPROVEMENTS**

**WEDNESDAY
BIDS DUE ~~FRIDAY~~ OCTOBER 11, 2023**

BY 3:00 P.M.

Contents

INVITATION TO BID	3
GENERAL CONDITIONS	4
MINIMUM INSURANCE REQUIREMENTS.....	11
NON-COLLUSION AFFIDAVIT OF BIDDER.....	22
BID CERTIFICATION	23
COMPLIANCE WITH HOUSE BILL 1295	24
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY	25
CONFLICT OF INTEREST QUESTIONNAIRE.....	26
CONTRACT CHANGES GRID	29
CONFIDENTIALITY OF PROPRIETARY INFORMATION	30
SPECIFICATIONS.....	31

INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 23-031
- Bid Type: REQUEST FOR BID
- Bid Name: TYSON FOODS SANITARY SEWER IMPROVEMENTS
- Bid Due Date: Thursday, October 11, 2023
- Bid Due Time: 3:00 P.M. Central Standard Time
- Pre-Bid Conference: 2:00 P.M. Central Standard Time, Tuesday September 26, 2023
- Location: Microsoft Teams
- Deadline for questions:
 - Date: Wednesday, October 04, 2023
 - Time: 4:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to end of Section 2 – pages in order. Should any page not be filled out (in Section 2 based on Qualification of Bidders), that page is still required to be a part of the bid response; however, Contractor to write ‘to be provided with Contract Documents if awarded to the construction contract.’

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **3:00 P.M. Thursday, October 11, 2023**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

- a) Bid received after the time set for receiving bids as stated in the advertisement;
- b) Reason for believing collusion exists among the Bidders;
- c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
- d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
- e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

- a) The purchase price; terms and discounts; delivery schedule;
- b) The reputation of the bidder and of the bidder's goods or services;
- c) The quality of the bidders' goods or services;
- d) The extent to which the bidder's goods or services meet the City specifications and needs;
- e) The bidder's past relationship with the City;
- f) Total long term cost to the city to acquire the bidder's goods or services;
- g) Any relevant criteria specifically listed in the specifications;
- h) Compliance with all State and local laws, General Conditions and Specifications;
- i) Results of testing, if required;
- j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
- k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable "equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

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

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree ☐ No, we do not agree

21. ELECTRONIC PROCUREMENT

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

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree ☐ No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree ☐ No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree

☐ I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award.” Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:

Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:

Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:

Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:

For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	\$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than \$1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident
	\$500,000 disease - each employee
	\$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than \$1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than \$1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.


A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of TEXAS County of TARRANT

Donny Gamblin verifies that:
(Name)

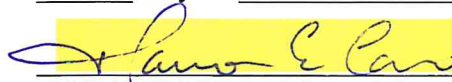
- (1) He/She is owner, partner, officer, representative, or agent of
Representative, has submitted the attached
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way
colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person
to submit a collusive or sham bid in connection with attached bid and the price or prices
quoted herein are fair and proper.


SIGNATURE

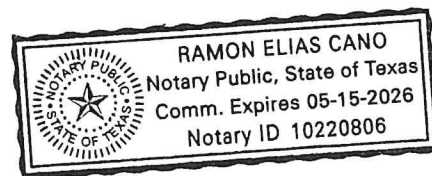
Donny Gamblin
PRINTED NAME

Subscribed and sworn to before me this

11th Day of October 2023.


NOTARY PUBLIC in and for

Tarrant County, Texas.



My commission expires: 05.15.2026

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: BRCT, LLC dba Black Rock Construction


ADDRESS: PO Box 2280

CITY, STATE & ZIP: Mansfield, Tarrant, TX 76063

TELEPHONE: 512-738-6700

FAX: 817-539-9080

EMAIL: donny@blackrockconstructiontx.com

SIGNATURE: 

PRINTED NAME: Donny Gamblin,

DATE: 10/11/2023

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

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

**Texas Building and Procurement Commission
Statewide HUB Program**

1711 San Jacinto Blvd., Austin TX 78701-1416

P O Box 13186, Austin, TX 78711-3186

(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas

Regional Certification Agency

624 Six Flags Drive, Suite 216

Arlington, Texas 76011

(817) 640-0606

<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: BRCT, LLC dba Black Rock Construction

Representative: Donny Gamblin,

Address: PO Box 2280

City, State, Zip: Mansfield, TX 76063

Telephone No. 512-738-6700 **Fax No.** 817-539-9080

Email address: donny@blackrockconstructiontx.com

INDICATE ALL THAT APPLY:

NA **Minority-Owned Business Enterprise**

NA **Women-Owned Business Enterprise**

NA **Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.2em;">BRCT, LLC dba Black Rock Construction</div>		
2 <input type="checkbox"/> 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.) <div style="font-size: 1.2em; margin-left: 20px;">NA</div>		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; font-size: 1.2em;">Donny Gamblin,</div> <div style="text-align: center; font-size: 0.8em;">Name of Officer</div>		
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. <div style="margin-left: 40px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> NA <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px; margin-top: 20px;"> 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? <div style="display: flex; justify-content: space-around; width: 100%;"> NA <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>		
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 <input checked="" type="checkbox"/> 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). <div style="font-size: 1.2em; margin-left: 20px;">NA</div>		
7 <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div>		<div style="font-size: 1.2em;">10/11/2023</div> <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: 0.8em;">Date</div>

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.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID BRCT, LLC dba

Proposed Contractor/Bidder Black Rock Construction ("Contractor" or "Bidder"), submits the following modifications to the City's Standard NA ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: ____ Accepted ____ Not Accepted ____ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFB, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

The Contractor shall refer to the following for additional project specifications and relevant details:

1. TYSON FOODS SANITARY SEWER IMPROVEMENTS CONTRACT
2. TYSON FOODS SANITARY SEWER IMPROVEMENTS SIGNED/SEALED PLANS

SECTION II

BIDDING DOCUMENTS

NOTICE TO BIDDERS

UPLOADED BIDS on forms prepared by the Engineer will be received by the office of the Purchasing Manager of the City of North Richland Hills until **3:00 p.m. on Wednesday, October 11, 2023** for furnishing all labor, material, equipment and the performance of all work required for:

TYSON FOOD SANITARY SEWER IMPROVEMENTS

COMPLETED BID FORMS DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA: www.publicpurchase.com at which time and place the bids will be publicly opened, read aloud and retained by the Public Works Department for tabulation, checking and evaluation. The “as read” bid results will be posted on www.publicpurchase.com

COMPLETED BID FORMS shall be accompanied by a Bid Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to The City of North Richland Hills, and in the amount of five percent (5%) of the total amount of the largest amount bid as a guarantee that if the bid is accepted, the bidder will execute the Contract and furnish the required Bonds, within the time-frame indicated in the Bid Form, to the City of North Richland Hills.

BIDDERS should carefully examine the plans, specifications and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Purchasing Manager and obtain clarification prior to submitting any bid.

PLANS AND SPECIFICATIONS can be downloaded from **Public Purchase** (see below).

A NON-MANDATORY PRE-BID CONFERENCE will be held at **2:00 PM on Tuesday, September 26, 2023**, online on Microsoft Teams.

PUBLIC PURCHASE: Bidders are encouraged to register with the City of North Richland Hills Purchasing Manager, Scott Kendall, via email at purchasing@nrhtx.com. All Bidders who have registered with Public Purchase (<http://www.publicpurchase.com>) will receive automatic email notifications pertaining to this Bid, such as addendums and other related information released subsequent to the initial release of plans, specifications, bid forms, and contract documents. **It is the sole responsibility of the Bidder to register as a planholder with the City of North Richland Hills. Questions pertaining to this project should be submitted via Public Purchase where the bid is advertised.**

Minimum wage rates to all laborers and mechanics on the project must not be less than as provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The right is reserved, as the interest of the City of North Richland Hills may require, to reject any and all bids, to waive any informality in the bids received, and to select a bid best suited to the City of North Richland Hills' best interest.

In case of ambiguity or lack of clearness in stating bid prices, the City of North Richland Hills reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within sixty (60) days after the date on which bids are opened.

SUMMARY OF WORK: Tie into existing sewer line flowing out of the Tyson Foods plant. Construct approximately 2100 LF of new 10 and 12-inch PVC sewer line. 1150 LF of the new 12" PVC sewer line and 40 LF of the new 10" sewer line will be constructed by methods other than open cut.

CITY OF NORTH RICHLAND HILLS

Scott Kendall
Purchasing Manager

ADVERTISEMENT DATES:

- **September 17, 2023**
- **September 24, 2023**

SPECIAL INSTRUCTIONS TO BIDDERS

1. BID SECURITY:

A certified check or cashier's check or acceptable bidder's bond made payable to the City of North Richland Hills, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

2. QUALIFICATION OF BIDDERS:

No pre-qualification of bidders is required. However, in consideration of the bids, the City of North Richland Hills may require bidders to furnish a written experience record and a financial statement or the most recent audited financial statement of the firm. The City of North Richland Hills reserves the right to use these items of data to influence a decision as to the award of the contract. Bidders need not submit a statement of financial condition unless requested to do so by the City of North Richland Hills. Contractors are required to submit the Experience and Current Workload page shown on page II-9, showing that the following items will be met:

- At a minimum, the general contractor shall show minimum 3 projects in similar size and scope completed within the last 10 years and provide reference contact information.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

Bidders are required to complete the Conflict of Interest Questionnaire and to submit this completed form along with their bid form documents.

4. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

5. PRE-BID CONFERENCE:

A non-mandatory pre-bid conference will be held at 10:00 A.M. Central Standard Time Tuesday, September 26, 2023, online on Microsoft Teams.

6. BONDS:

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project. Additionally, a two (2) year maintenance bond, in the amount of not less than twenty percent (20%) of the final contract price, will be required on this project.

7. POWER OF ATTORNEY:

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

8. STANDARD SPECIFICATIONS:

All work required by this project shall be in accordance with the "Public Works Design Manual" adopted by the City of North Richland Hills and the "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition (November 2017), except as modified in the Contract Documents. Where a conflict exists between the "Public Works Design Manual" and the "Public Works Construction Standards - North Central Texas", the "Public Works Design Manual" shall govern. Copies of both of these standards are included in the Contract Documents by reference and are made a part thereof. Omission of any section from this project's Contract Documents does not mean that such section is not applicable to this project.

9. UNIT PRICE CONTRACT:

The contract for this project is a "Unit Price" Contract. As such, the City of North Richland Hills reserves the right to add and/or delete quantities to specific pay items. The City of North Richland Hills may further delete an entire unit price pay item if the City of North Richland Hills desires. The City of North Richland Hills reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City of North Richland Hills for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City of North Richland Hills but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The City of North Richland Hills reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

10. MEASUREMENT AND PAYMENT:

The basis of payment for the pay items noted in the proceeding pages shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified and as shown in the project plans/drawings. Any item of work not specifically listed for payment but required by the project documents shall be considered an incidental item of the project and no specific payment will be made.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

12. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of North Richland Hills public employees.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

13. ADDENDA AND INTERPRETATIONS:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to Scott Kendall, Purchasing Manager by **4:00 PM CST on Wednesday, October 04, 2023**. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents,

or should he/she be in doubt as to their meaning, he/she should at once notify Scott Kendall, Purchasing Manager in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid form as submitted by the bidder must be so constructed as to include any addenda issued by the City prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Scott Kendall, Purchasing Manager or directly through Public Purchase and to be given consideration, must be received by **4:00 PM on Wednesday, October 04, 2023**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be published on Public Purchase, not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

14. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit the required submittals to the City Engineer and have his approval for all such submittals as required in the Technical Specifications.

FINANCIAL STATEMENT

Condition of Bidder at close of Business month, _____, 20__

	ASSETS	LIABILITIES
1. Cash on Hand	\$ _____	\$ _____
Cash in Bank	\$ _____	\$ _____
Cash Elsewhere	\$ _____	\$ _____
2. Accounts receivable from completed contracts (exclusive of claims not approved for payment)	\$ _____	\$ _____
3. Accounts receivable from other sources than above	\$ _____	\$ _____
4. Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)	\$ _____	\$ _____
5. Deposits for bids on other guarantees		\$ _____
6. Notes Receivable Past Due	\$ _____	
Due 90 days	\$ _____	
Due Later	\$ _____	
7. Interest Earned	\$ _____	
8. Real Estate, Business Property, present value	\$ _____	
Other property, present value	\$ _____	\$ _____
9. Stocks and Bonds, Listed on Exchange	\$ _____	\$ _____
Unlisted	\$ _____	\$ _____
10. Equipment, Machinery, Fixtures	\$ _____	\$ _____
Less Depreciation	\$ _____	\$ _____
11. Other Assets	\$ _____	
TOTAL ASSETS	\$ _____	\$ _____

LIABILITIES AND NET WORTH

	ASSETS	LIABILITIES
1. Notes Payable to Banks Regular	\$ _____	
(For Certified Checks)	\$ _____	
Equipment Obligations	\$ _____	
Others	\$ _____	\$ _____
2. Accounts Payable Current	\$ _____	
Past Due	\$ _____	
3. Real Estate Mortgages	\$ _____	\$ _____
4. Other Liabilities		\$ _____
5. Reserves	\$ _____	
6. Capital Stock Paid Up		
Common	\$ _____	
Preferred	\$ _____	
7. Surplus	\$ _____	
TOTAL LIABILITIES	\$ _____	\$ _____

EXPERIENCE RECORD

List of Projects your Organization has successfully completed:

Amount of Contract Award	Type of Work	Date Accepted	Name and Address of Owner

List of Projects your Organization is now engaged in completing:

Amount of Contract Award	Type of Work	Anticipated Date of Completion	Name and Address of Owner

See Company Resume attached.

List of Surety Bonds in Force on above Uncompleted Work:

Date of Contract Award	Type of Bond	Amount of Bond ¹	Name and Address of Surety

1. List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

Portions of work Bidder proposes to sublet if Awarded the Contract including amount and type:

CCTV, SODDING/SEEDING, EROSION CONTROL, PAVEMENT REPLACEMENT

THIS PAGE INTENTIONALLY LEFT BLANK

BID FORM
FOR
TYSON FOODS SANITARY SEWER
IMPROVEMENTS
FOR THE
CITY OF NORTH RICHLAND HILLS, TEXAS

(THIS BID FORM MUST BE COMPLETED IN ITS ENTIRETY, SUBMITTED IN ITS
ENTIRETY AND NOT REMOVED FROM THE CONTRACT DOCUMENTS)

Bid Opening Date: 3:00PM (CST), Friday, October 11, 2023

TO: City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

FOR: Tyson Foods Sanitary Sewer Improvements

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this bid form to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

BID SCHEDULE

Total Amount Bid: Base Bid:

Section I – General and Removals	\$ <u>\$188,525.00</u>
Section II – Paving	\$ <u>\$141,914.00</u>
Section III – Storm Drain	\$ <u>NA</u>
Section IV – Water and Sewer	\$ <u>\$1,669,449.00</u>
Section V – Pavement Marking and Signing	\$ <u>\$3,150.00</u>
Section VI – Landscaping	\$ <u>\$37,750.00</u>
Section VII – Contingency	\$ <u>\$40,000.00</u>
	\$ <u>\$2,080,788.00</u>
	<i>(Total Amount Bid, Numerical Value)</i>

***- The Owner reserves the right to delete any bid items or portions thereof.**

The undersigned bidder acknowledges receipt of the following Addenda: **(If none is received, then write NONE across the blanks.)**

Addendum No. 1 - Date Received 9/28/2023 

Addendum No. 2 - Date Received 10/4/2023 

Addendum No. 3 - Date Received 10/9/2023 

Addendum No. 4 - Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the work in full within **xxx Consecutive Calendar Days** after the date specified in the "Notice to Proceed". See contract for additional schedule / time requirements.

Enclosed with this bid form is a certified check or cashier's check or bid bond payable to the City of North Richland Hills in the amount of five percent (5%) of the total bid, which is to become the property of the City of North Richland Hills, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: 

Company: BRCT, LLC dba Black Rock Construction

Address: PO Box 2280

Mansfield, TX 76063

SEAL
(If Bidder is a Corporation)

Telephone: 512-738-6700

Fax: 817-539-9080

Submitted by: 

Donny Gamblin

an individual
A partnership
A corporation ✓

Doing Business As: BRCT, LLC dba Black Rock Construction

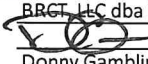
00 41 16 Bid Form Exhibit A

Project:	Tyson Foods Sanitary Sewer Improvements		Project No.:		
Owner:	City of North Richland Hills		23-031		
Design Professional:	Freese and Nichols, INC		NRH21828		
Offeror:					
Base Bid					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Items in Base Bid (excluding Allowances) per Section 01 29 01 "Measurement and Basis for Payment"					
Section I - General					
1	Mobilization/Bonds/Insurance	LS	1	\$ 100,000.00	\$ 100,000.00
2	Design/Implementation Stormwater Prevention Plan (SWPPP)	LS	1	\$ 30,000.00	\$ 30,000.00
3	Design/Implementation of Traffic Control Plan	LS	1	\$ 25,000.00	\$ 25,000.00
4	Pre-Construction Video (Above Ground)	LS	1	\$ 300.00	\$ 300.00
5	Post-Construction CCTV of Existing Sewer	LF	640	\$ 15.00	\$ 9,600.00
6	Construction Staking	LS	1	\$ 7,000.00	\$ 7,000.00
7	18" Grouted Rock Riprap	SY	81	\$ 125.00	\$ 10,125.00
8	Remove and Replace Iron Horse Wooden Fence	LF	15	\$ 50.00	\$ 750.00
9	Protect Iron Horse Signage	LS	1	\$ 250.00	\$ 250.00
10	Bypass Pumping	LS	1	\$ 5,500.00	\$ 5,500.00
Section II - Paving					
11	Concrete Pavement Removal	SY	652	\$ 46.00	\$ 29,992.00
12	Concrete Pavement Repair	SY	652	\$ 112.00	\$ 73,024.00
13	Subgrade Repair	SY	652	\$ 24.00	\$ 15,648.00
14	Concrete Encasement	LF	155	\$ 150.00	\$ 23,250.00
Section III - Storm Drain (N/A)					
Section IV - Water and Sewer					
15	12-Inch PVC Sanitary Sewer (SDR-26) Open Cut (10' Depth or Less)	LF	387	\$ 145.00	\$ 56,115.00
16	12-Inch PVC Sanitary Sewer (SDR-26) Open Cut (10' to 15' Depth)	LF	26	\$ 350.00	\$ 9,100.00
17	12-Inch PVC Sanitary Sewer (SDR-26) Open Cut (15' to 20' Depth)	LF	126	\$ 400.00	\$ 50,400.00
18	10-Inch PVC Sanitary Sewer (SDR-26) Open Cut (10' Depth or Less)	LF	4	\$ 140.00	\$ 560.00
19	10-Inch PVC Sanitary Sewer (SDR-26) Open Cut (10' to 15' Depth)	LF	358	\$ 350.00	\$ 125,300.00
20	Trench Safety	LF	901	\$ 10.00	\$ 9,010.00
21	12-Inch PVC Sanitary Sewer (SDR-26) Carrier Pipe	LF	1,062	\$ 121.00	\$ 128,502.00
22	10-Inch PVC Sanitary Sewer (SDR-26) Carrier Pipe	LF	40	\$ 123.00	\$ 4,920.00
23	20-Inch Steel Casing Pipe by Other Than Open Cut	LF	1,102	\$ 781.00	\$ 860,662.00
24	Sanitary Sewer Service Reconnection	EA	1	\$ 5,000.00	\$ 5,000.00
25	4-Foot Diameter Sanitary Sewer Manhole (up to 10' Deep)	EA	4	\$ 12,500.00	\$ 50,000.00
26	Additional Depth for 4-Foot Diameter Sanitary Sewer Manhole	VF	6	\$ 750.00	\$ 4,500.00
27	5-Foot Diameter Sanitary Sewer Manhole (up to 10' Deep)	EA	2	\$ 17,500.00	\$ 35,000.00
28	Additional Depth for 5-Foot Diameter Sanitary Sewer Manhole	VF	38	\$ 1,000.00	\$ 38,000.00
29	5-Foot Diameter Sanitary Sewer Manhole with Watertight Ring and Lid (up to 10' Deep)	EA	3	\$ 20,500.00	\$ 61,500.00
30	Additional Depth for 5-Foot Diameter Watertight Sanitary Sewer Manhole	VF	23	\$ 1,000.00	\$ 23,000.00
31	6-Foot Diameter Sanitary Sewer Drop Manhole (up to 10' Deep)	EA	1	\$ 37,500.00	\$ 37,500.00
32	Additional Depth for 6-Foot Diameter Sanitary Sewer Drop Manhole	VF	27	\$ 2,600.00	\$ 70,200.00
33	6-Foot Diameter Sanitary Sewer Drop Manhole with Watertight Ring and Lid (up to 10' Deep)	EA	1	\$ 22,500.00	\$ 22,500.00
34	Additional Depth for 6-Foot Diameter Watertight Sanitary Sewer Drop Manhole	VF	3	\$ 1,000.00	\$ 3,000.00
35	Remove Existing 8-Inch Sanitary Sewer	LF	40	\$ 25.00	\$ 1,000.00
36	Abandon and Grout Existing 8-Inch Sanitary Sewer	LF	516	\$ 30.00	\$ 15,480.00
37	Abandon Existing Sanitary Sewer Manhole	EA	1	\$ 4,000.00	\$ 4,000.00
38	Remove Existing Sanitary Sewer Manhole	EA	1	\$ 2,400.00	\$ 2,400.00
39	Trench Check Dam/Clay Dam	EA	1	\$ 4,300.00	\$ 4,300.00
40	Flowable Fill as Directed by Owner	CY	50	\$ 225.00	\$ 11,250.00
41	4" Rock for Stabilization of Trench Bottom as Directed by Owner	CY	50	\$ 125.00	\$ 6,250.00
42	Wager 2050-450 Odor Control System Including Odor Media and Reinforced Concrete Equipment Pad	LS	1	\$ 30,000.00	\$ 30,000.00
Section V - Pavement Marking and Signing					
43	Remove and Replace Stop Sign	EA	1	\$ 1,150.00	\$ 1,150.00
44	Project Sign	EA	2	\$ 1,000.00	\$ 2,000.00
Section VI - Landscaping					
45	Clearing and Grubbing	AC	1	\$ 30,000.00	\$ 15,000.00
46	Hydromulch Seeding	SY	2,400	\$ 9.00	\$ 21,600.00
47	St. Augustine Sod Replacement as Directed by Owner	SY	50	\$ 23.00	\$ 1,150.00
Section VII - Contingency					
48	Project Contingency as Directed by Owner	LS	1	20,000.00	\$ 20,000.00
49	Utility Contingency as Directed by Owner	LS	1	20,000.00	\$ 20,000.00
A	Total Base Bid Items Amount (Sum of Extended Amounts for each Base Bid Line Item)				\$ 2,080,788.00
B	Add (+) or Deduct (-) (See Note 1)				

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
C	Total Adjusted Base Bid Amount (A plus B)				\$ 2,080,788.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
Contract Time					
L	Offeror agrees to reach Substantial Completion in		180	days	
M	Offeror agrees to reach Final Completion in		210	days	

Notes					
1	Provision is made for Offeror to include an addition or deduction in the Bid to reflect any last minute adjustments in price. The addition or deduction, if made, will be applied proportionately to the following Items: A-10, A-24, and A-25				

BID SUBMITTED BY:	
Offeror:	BRCT, LLC dba Black Rock Construction
Signature:	
Printed Name:	Donny Gamblin
Title:	Operations Manager
Date:	10/11/2023

**Blackrock Construction
EQUIPMENT LIST**

EQUIPMENT	DESCRIPTION	SERIAL/VIN NUMBER
	CAT BACKHOE 420 EIT	DAN01066
	CAT BACKHOE 420 EIT	DAN00611
	CAT BACKHOE 420F	JWJ02237
	CAT 330 EXCAVATOR	6DR003286
	CAT 330CL EXCAVATOR	GKX00404
	CAT 328DLR EXCAVATOR	RMX00390
	CAT 328DLR EXCAVATOR	GTN00196
	CAT 336 DL EXCAVATOR	W3K00676
	CAT 336 F EXCAVATOR	
	2010 CAT D5K DOZER	WWW01111
	VACTRON LP555DT POT-HOLING MACHINE	5HZBF16251LF11472
	2011 FINN F60T-29 HYDROSEEDER	1F9SS171XBF135321 / MS-2321
TRENCHERS	1996 TRENCOR 1260HD SN 173	173
	1999 TRENCOR 1260HD SN 203	203
	1999 TRENCOR 1460HD SN 138	138
	1998 TESMEC 1075 CHAIN TRENCHER SN107	1075-107
BORING MACHINES	2004 BARBCO BORING MACHINE 36/48	
	2010 AMERICAN AUGER BORING MACHINE	AB 24/3015000570510
	2016 BARBCO BORING MACHINE 48/60	48950041791
	2017 BARBCO BORING MACHINE 36/48	36700061614
TRUCKS	2011 FORD F150	1FTFW1ET8BFB91202
	2011 FORD RANGER	1FTLR1EE0BPA11040
	2012 FORD F350	1FD8W3HTOCEC16290
	2015 FORD F-350	1FT8X3BTXFEC81713
	2015 FORD F-150 KR	1FTEW1EG5FFC92640
	2017 FORD F-350-KR	1FT8W3BT2HEC77824
	2017 FORD F-150	1FTEW1EGHKC82030
	2017 FORD F-250	1FT7W2B61HEC20014
	2017 FORD F-350	1FD8W3HT4HED84716
	2009 GMC SIERRA K3500	1GDJK89699E155310
	2008 CHEVY C7500 MECHANICS TRUCK W/ 8,000 LB CRANE	1GBK7C1B48F400873
	2016 CHEVY 2500	1GC2KUEG7GZ185914
	2016 CHEVY 3500 CREW CAB	1GB5KYCG8GZ323889
	2016 CHEVY 3500 CREW CAB	1GB4KYC81GF252069
	2006 MACK DUMP TRUCK	1M2AG11C36M043159
	2008 MACK END DUMP	1M2AN09C78N001272
	2007 FREIGHTLINER M2 2000 GAL WATER TRUCK	1FVACWDD97HW67791
	1999 INTERNATIONAL 2574 DUMP TRUCK	1HTGGAER9XH635885
	2008 KENWORTH HAUL TRUCK	1XKWPBTX28J228716
	TRAILERS	1984 TRAIL KING 65 TON LOWBOY
1982 COZAD 85 TON LOWBOY W/JEEP & BOOSTER		CC82075; CC79102; CC82076
END DUMP TRAILER		56EA75C21JA000219
WATER TANK TRAILER		1C9FA0822BC673039
16' BUMPER PULL WELDING TRAILER		BRCT-001
16' BUMPER PULL UTILITY		BRCT-002
16' BUMPER PULL		BRCT-003
16' BUMPER PULL		8993157
2006 GOOSENECK TRAILER		1S9EF32266S683196
2012 PJ TRAILER		4P5F82225C1178343
MULTIPLE RV TRAVEL TRAILERS		



1475 Heritage Parkway, #113

PO Box 2280

Mansfield, TX 76063

Phone 512.392.5725 | eFax 817.539.9080

BRCT, LLC dba Black Rock Construction

www.blackrockconstructiontx.com

COMPANY INFORMATION

Officers- Authorized to Execute Documents for BRCT LLC DBA Blackrock Construction

Harold Gamblin, Principal

Email: harold@blackrockconstructiontx.com

Donny Gamblin, Operations Manager

Email: donny@blackrockconstructiontx.com

Cell: 512-738-6700

Susanne Gamblin, Accounting

Email: susie@blackrockconstructiontx.com

Supporting Management- Authorized to Attest or Countersign

Ramon E. Cano- Project Manager

Daniel Pepi – General Utility Project Superintendent

German Quinones- Utility Bore Project Superintendent

Services Offered

- Installation of underground utilities including water, sewer, and storm drainage, lift station, directional drilling, large diameter auger boring, concrete installation, and asphalt installation.
- Traditional open cut, trenching, and rock trenching/ rock sawing.

Construction Experience:

- Combined experience of ownership total 60+ years of concentrated utility and rock excavation
- 8 years in business as a General Contractor under BRCT LLC dba Blackrock Construction
- 8 years experience in water/sewer construction as a General Contractor.
- 8 years experience as a Rock Trenching Subcontractor.
- 8 years experience as a Bore Subcontractor.

INSURANCE

- Commercial General Liability - \$2,000,000 general aggregate / \$1,000,000 each occurrence
- Auto Liability - \$1,000,000 combined single limit
- Worker's Compensation - \$1,000,000 each accident

BRCT, LLC dba Black Rock Construction

- Umbrella/Excess Liability Policy – \$4,000,000 general aggregate / \$4,000,000 each occurrence
(further insurance policy limits or copy of general policy available upon request)

TRADE REFERENCES

Ferguson Waterworks-Matt Uselton
2650 S. Pipeline Rd
Euless, TX 76040

Office: 817-267-3900
Cell: 918-904-3180

T&W Tire- Tina
5300 Lone Star Rd
Ft. Worth, Texas 76106

Office: 817-295-0493

tfarrar@tandwtire.com

Reeder Distributors-Kimberley McDaniel
Credit Manager
PO BOX 225264
Dallas, TX 75222

Office: 817-429-5957 x 240

kmcdaniel@rdinc.us

BANK REFERENCE

Frost National Bank
Randall Canedy
1000 N. Walnut Creek Dr.
Mansfield, TX 76063

Office: 817-420-5124

Fax: 817-420-5265

Email: randall.canedy@frostbank.com

INSURANCE REFERENCE

The Nitsche Group
Carla West
143 E. Austin St
Giddings, TX 78942

Office: 940-540-2275

Fax: 800-303-6450

Email: CarlaW@thenitschegroup.com

SURETY REFERENCE

The Gray Casualty & Surety Company
3601 N. I-10 Service Road West
Metairie, Louisiana 70002

Agent: Kenneth Nitsche 512-244-1779

Email: kennethn@thenitschegroup.com

Bonding Capacity : \$10 Million

BRCT, LLC dba Black Rock Construction

UTILITY AND BORE QUICK REFERENCE SHEET

Mike Johnson, CMD Inspector

CMD SMITH ENGINEERS

Cell: 303-253-2450

Office: 303-383-2300

Email: johnsonvm@cdmsmith.com

PROJECTS COMPLETED

- *Highway 84 Corridor Wastewater System Improvements Phase 3 Contract A (\$ 4,813,352.00*
8200 LF of 24" PVC, 780 LF of 48" Steel BOTOC
- *Highway 84 Corridor and Val Verde 16-Inch Water Line Extension (\$ 572,458.00)*
4775 LF of 16" PVC, 450 LF of 24" Steel BOTOC
- *Highway 84 Corridor Wastewater System Improvements Phase 2 Contract B (\$ 3,088,886.70)*
3370 LF of 21" PVC Sewer, 11,600 LF of Force Main, 230 LF of 30" Steel BOTOC and 355 LF of 24" Steel BOTOC

David Todd, P.E.

ENPROTEC / HIBBS & TODD ENGINEERS

Cell: 325-668-2364

Office: 325-698-5560

Email: david.todd@e-ht.com

PROJECTS COMPLETED

- *Utility Improvements Along Colony Hill Rd, Oldham Lane and Hardison Rd (\$ 846,767.00)*
5245 LF of 16" PVC Water, 2150 LF of 10" Water, 160 LF of 30" Steel BOTOC, 90 LF of 18" Steel BOTOC, 65 LF of 15" Steel BOTOC

Lertchai "Lek" Mateo

CITY OF LEANDER INPSECTOR

Cell:

Office: 512-638-7010

Email: LMateo@leandertx.gov

PROJECTS COMPLETED

- *San Gabriel Waterline Project (\$ 1,886,142.20)*
6700 LF of 24" Ductile Iron Water, 165 LF of 36" Steel BOTOC

Joe Hatley

CITY OF DECATUR INPSECTOR

Cell: 940-210-1339

Office:

Email: jhatley@decaturtx.org

PROJECTS COMPLETED

- *2022 Walmart Sewer Line D (\$ 1,520,495.00)*
Installation of approximately 4,170 linear feet of 12-inch PVC SDR-35 sewer line and 140 linear feet of 12-inch sewer line with 24" Steel Casing Pipe by Auger Bore.

BRCT, LLC dba Black Rock Construction
● **COMPLETED UTILITY PROJECTS**

City of Waco – Chapel Road/Spring Valley Water Line Imp Phase I – Warren Road W1525

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Curtis Bell, City Inspector

\$1,632,984.90
Begin Date: April 2016
Completion Date: February 2017
Cell: 254-709-2306
Office: 254-750-5440
Email: CurtisB@wacotx.gov

Scope of Work: **Role: Prime Contractor**

This project consists of installing approximately 11,922 LF of new 12" Water line to be replaced in the pavement of Warren Rd. This project also contains 100 LF of 24" bore and casing, street trench repair, a 2-course surface replacement, Traffic Control, 6-1" air releases, a number of residential water meter service line relay and reconnections, and 13-12" Gate Valves. Work was performed in the street and with large diameter bores. All Bores were performed by Blackrock.

City of Waco – US 84 Utility Relocation Project

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Curtis Bell, City Inspector
Engineer: Walker Partners

\$1,264,320.75
Begin Date: December 2016
Completion Date: September 2017
Cell: 254-709-2306
Office: 254-750-5440
Email: CurtisB@wacotx.gov

Scope of Work: **Role: Prime Contractor**

This project consists of installing approximately 4,758 lf of 16" PVC Waterline, 445 lf of 24" Ductile Iron Pipe, 430 lf of 16" Ductile Iron Pipe, 95 lf of 12" Ductile Iron Pipe, 1084 lf of 8" PVC Waterline, 270 lf of 24" Steel Casing by Bore and 270 ft of 36" Steel Casing Bored under U.S. 84, 135 lf of 20" Steel Casing Traffic Control, and other miscellaneous water/wastewater adjustments. All Bores were performed by Blackrock.

City of Elgin-2018 Utility Improvements

BRCT, LLC dba Black Rock Construction

City of Elgin
1137 Swenson Blvd
Elgin, Texas 78621

John Calhoun, City Inspector
Engineers: TRC Engineers

\$ 615,386.00 (Water)
\$ 463,837.00 (Wastewater)
Begin Date: January 2019
Completion Date: June 2019
Cell: 512-748-1851

Office: 512-281-0119
Email: jcalhoun@ci.elgin.tx.us

Scope of Work:

Role: Prime Contractor

The project generally consists of installation of approximately 3,280 LF of 8" gravity sewer pipe, 390 LF of 18" Steel Casing by bore, fifteen (15) new manholes and connection to existing sewer line. Principal items of water line installation include approximately 4,360 LF of 12" PVC water line, 600 LF of 24" Steel Casing by bore, connection to existing 12" water main and installation of concrete meter vault with 12" flow meter. Construction consisted of deep sanitary sewer cuts that were 14 to 28ft deep and in the street.

City of Weatherford-Ric Williamson Waterline Project

City of Weatherford
917 Eureka St
Weatherford, TX 76086

Ricky Bullock, City Inspector
Engineer: Dunaway & Associates

\$1,406,759.10
Begin Date: March 2018
Completion Date: July 2018
Cell: 817-613-7985
Office: 817-598-4263
Email: rbullock@weatherfordtx.gov

Scope of Work:

Role: Prime Contractor

The project generally consists of the replacement of 7,765 LF of 16" Waterline, 11,584 LF of 12" Waterline, 5 LF of 8" Waterline and 53 LF of 6" Waterline with associated valves, air release assemblies, fire hydrants and appurtenances, Traffic Control, 180 lf of 36" Steel Casing by Bore. All Bores were performed by Blackrock.

Panther Creek Wastewater Interceptor Extension #4

Prosper ISD
605 E. Seventh Street
Prosper, TX 75078

Craig Burkholtz, TNP Inspector
Engineer: Teague, Nall & Perkins

Contract Price: \$2,594,576.00
Begin Date: March 2019
Anticipated Completion: December 2019
Cell: 972-855-7877
Office: 214-461-9867
Email: cbuckholtz@tnpinc.com

BRCT, LLC dba Black Rock Construction

Scope of Work: **Role: Prime Contractor**

The project generally consists of the installation of 4,591 lf of 24" Wastewater line, 4,905 lf of 21" Wastewater line, 670 lf of 18" Wastewater line, 864 lf of 15" Wastewater line, 636 lf of 12" Wastewater line, and 174 lf of 8" wastewater line. There is also 11 ea-5ft Wastewater Pressure Manholes, 33 ea-5ft Standard Manholes, 4ea-5ft vented manholes, and 5ea-4ft Standard Manholes and 676 vertical feet of additional manhole depth. 685 lf of 36" Steel Casing by Bore, 240 lf of 30" Steel Casing by Bore and 120 lf of 16" Steel Casing by Bore. The project will provide sanitary sewer service to the proposed Prosper ISD High School #2. The interceptor route shall generally proceed from Preston Road, just south of US 380, along the Parvin Branch of Panther Creek to the west side of the Prosper ISD High School #2 site adjacent to Coit Road. All Bores were performed by Blackrock.

City of Hewitt-2018 IH-35 Waterline Replacement, Ph.3

City of Hewitt
103 Hewitt Dr
Hewitt, Texas 76708

\$ 616,582.00
Begin Date: May 2019
Completion Date: October 2019
Cell: 254-749-2608
Office: 254-722-0118
Email: ewingj61@yahoo.com

JR Ewing, Rice Inspection
Engineers: Cayote Consulting

Scope of Work: **Role: Prime Contractor**

The project generally consists of the Installation of approximately 5,267 L.F. of 16 C-900, DR18 PVC, 6 - 16" Gate Valves, 1-12" Gate Valve, 2-8" Gate Valves and 1-6" Gate Valve, 17-Fire Hydrants, multiple water service reconnections, 118 L.F. of 24" encasement by open cut, 5440 sf of Concrete Driveway Replacement, 1495 sf of Concrete Roadway Replacement and Traffic Control.

City of Lorena-EPA Stag Wastewater Project

The City of Lorena— Public Works
107A Frontage Rd
Lorena, TX 76655

\$590,289.40
Begin Date: March 2018
Completion Date: July 2018
Cell: 254-644-9035
Office: 254-857-4641
Email: kneal@lorenatx.gov

Kevin Neal, Public Works Director / Inspector
Engineer: LAN Engineering

Scope of Work: **Role: Prime Contractor**

The work of this contract comprises the demolition and reconstruction of 1280 LF of 15" Sewer Pipe 2,235 LF of 12" Sanitary Sewer, 1681 LF of 10" Sanitary Sewer and 2,445 LF of 8" SDR-26 PVC wastewater pipe and 28 4ft Dia. Sanitary Sewer Manholes, 50 reconnect Wastewater services, 71 CY's of concrete encasement located along Front St, Center St, and Houston St in Lorena, T, Traffic Control.. The project required by-pass pumping during construction to maintain service to existing customers.

City of Kyle-Elliott Branch Ph.II Wastewater and Reclaimed Waterline Improvements

BRCT, LLC dba Black Rock Construction

City of Kyle Public Works
520 E. RR 150
Kyle, Texas 78640

Ricardo Cisneros, City Inspector
Engineers: LJA Engineers

\$ 251,174.00 (Water)
\$ 226,775.00 (Wastewater)
Begin Date: October 2018
Completion Date: March 2019
Cell: 512-738-7347
Office: 512-262-3958
Email: rcisneros@cityofkyle.com

Scope of Work: **Role: Prime Contractor**

The project generally consists of the installation of 1496 LF of 12" Reclaimed Waterline, 1495 LF of 21" Wastewater ASTM F679 PS 115 PVC Sanitary Sewer Line, 6-60" Sanitary Sewer Manholes, 2-12" Gate Valves, 1700 SY of 2" TX340 Type D Asphalt Replacement and 1400 LF of Concrete Ribbon Curb and Traffic Control.

North Texas Municipal Water District

North Texas Municipal Utility District
505 E. Brown Street
Wylie, TX 75098

Rodney Wolfe, NTMWD Inspector
Engineers: Halff & Associates

\$ 457,216.00
Begin Date: March 2019
Completion Date: October 2019
Cell: 469-652-9809
Office: 972-442-5405
Email: rwolfe@NTMWD.COM

Scope of Work: **Role: Prime Contractor**

This project is located on the south side of the intersection of U.S. Highway 80 and State Highway 352 in Sunnyvale, Texas. The project includes the replacement of approximately 252 linear feet of 24-inch bar wrapped concrete cylinder water pipe (AWWA C-303, CL 150), including approximately 164 linear feet to be installed by Bore of 42-inch steel encasement, and the installation of associated combination air and vacuum valves, blow off valve assemblies, and manholes. The majority of construction will occur within Texas Department of Transportation right-of-way.

City of Lockhart-MLK Water Main Improvements

City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

Joe Chavarria, City Inspector
Engineer: TRC Engineers

\$468,188.50
Begin Date: August 2018
Completion Date: December 2018
Cell: 512-376-8103
Office: 512-398-3461
Email: jchavira@lockhart-tx.org

Scope of Work: **Role: Prime Contractor**

The project generally consists of the replacement of the installation of 6,100 LF of 18" Waterline, 125 LF of 18" Ductile Iron Waterline, 20 LF of 12" Waterline, 6" Ductile Iron Fire Hydrant Leads, 4-Fire Hydrants, 5- 18" Gate Valves, 1-12" Gate Valve & 5-6" Gate Valves with associated appurtenances.

BRCT, LLC dba Black Rock Construction

Brentwood and Cougar Ridge Sanitary Sewer

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Keith Mullins, City Inspector
Engineer: Waco Public Works

\$1,498,385.00
Begin Date: December 2019
Completion Date: October 2020
Cell: 254-709-2565
Office: 254-750-6623
Email: keithm@wacotx.gov

Scope of Work: **Role: Prime Contractor**

The project generally consists of the replacement of 2,128 LF of existing 12" sanitary sewer with 16" sanitary sewer, and replacement of 395 LF of existing 8" sanitary sewer, including 40 new sewer service connections and 18 manholes. Work consists of deep pipe installation in the existing street.

Highway 84 Corridor Wastewater System Improvements Phase 3 Contract A

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Mike Johnson, CMD Inspector
Engineer: Waco Public Works

\$4,813,352.00
Begin Date: June 2020
Completion Date: July 2021
Cell: 303-253-2450
Office: 303-383-2300
Email: johnsonvm@cdmsmith.com

Scope of Work: **Role: Prime Contractor**

The major work shall generally consist of but is not limited to all labor, materials, equipment, appurtenances and incidentals as required to properly install, complete and be accepted in place approximately 8,200 linear feet of 24-inch 46 PS PVC ASTM F-679 wastewater line, 21 new 6-foot diameter concrete manholes, approximately 780 linear feet of bore and encased line using 42-inch steel casing pipe, approximately 13 wastewater services, removal of approximately 3,300 linear feet of existing 10-inch PVC wastewater line, removal of 10 existing 4-foot diameter concrete manholes, and all necessary components. Harris Creek Rd Improvements include the removal and replacement of approx. 11,975 SY of HMAC Pavement and Base, 1800 CY of embankment, installation of 1625 LF of Curb & Gutter and 4160 lf of Ribbon Curb.

BRCT, LLC dba Black Rock Construction

Highway 84 Corridor and Val Verde 16-Inch Water Line Extension

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Mike Johnson, CMD Inspector
Engineer: Waco Public Works

\$ 572,458.00
Begin Date: March 3, 2021
Completion Date: September 2021
Cell: 303-253-2450
Office: 303-383-2300
Email: johnsonvm@cdmsmith.com

Scope of Work: **Role: Prime Contractor**

The project generally consist of the furnishing of all labor, materials, equipment, appurtenances and incidentals as required to properly design, fabricate, construct and test the construction items required for the construction of 4775 linear feet of a 16-inch waterline to the West End at Val Verde Development.

Utility Improvements Along Colony Hill Rd, Oldham Lane and Hardison Rd

Wylie Independent School District
6249 Buffalo Gap Road
Abeline, TX 79606

David Todd, P.E.
Engineer: Enprotec / Hibbs & Todd

\$ 846,767.00
Begin Date: March 2021
Completion Date: April 2021
Cell: 325-668-2364
Office: 325-698-5560
Email: david.todd@e-ht.com

Scope of Work: **Role: Prime Contractor**

The project generally consist of the furnishing of all labor, materials, equipment, appurtenances and incidentals as required to properly design, fabricate, construct and test the construction items required for the construction of 5245 linear feet of a 16-inch waterline, 2,150 LF of 10-inch waterline along Colony Hill Rd, Oldham Lane and Hardison Road to the High School.

San Gabriel Parkway Waterline

City of Leander
201 North Brushy Street
Leander, TX 78641

Lertchai "Lek" Mateo, City Inspector
Engineer: K. Friese and Associates

\$ 1,886,142.20
Begin Date: April 2021
Completion Date: November 2021
Cell:
Office: 512-638-7010
Email: LMateo@leandertx.gov

BRCT, LLC dba Black Rock Construction

Scope of Work: **Role: Prime Contractor**

The project generally consist of the furnishing of all labor, materials, equipment, and incidentals as required for the installation of approx. 6,700 LF of 24-inch dia. Ductile Iron Water Main, appurtenances, valves and connection to the existing water mains. Work also included 165 LF of 36" Steel Casing installed by Bore.

Highway 84 Corridor Wastewater System Improvements Phase 2 Contract B

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

\$3,088,886.75
Begin Date: May 2021
Completion Date: April 2022
Cell: 303-253-2450
Office: 303-383-2300
Email: johnsonvm@cdmsmith.com

Mike Johnson, CMD Inspector
Engineer: Waco Public Works

Scope of Work: **Role: Prime Contractor**

The project generally consists of but is not limited to all labor, materials, equipment, appurtenances and incidentals as required to properly install, complete and be accepted in place approximately 3,370 linear feet of 21-inch 115 PS PVC ASTM F-679 gravity wastewater line, 10 new 6-foot diameter concrete manholes, approximately 710 linear feet of bore and encased line using 24-inch & 36-inch steel casing pipe, approximately 11,600 linear feet of 16-inch HDPE or Fusible PVC wastewater force main, and the removal of approximately 7,050 linear feet of existing 6-inch wastewater force main.

2022 Walmart Sewer Line D

City of Decatur
201 East Walnut St
Decatur, TX 76234

\$3,088,886.75
Begin Date: May 2022
Completion Date: Dec 2022
Cell: 940-210-1339
Office: 940-627-2741
Email: Connor.Manley@kimley-horn.com

Joe Hatley, Inspector
Engineer: Kimley Horn-Connor Manley

Scope of Work: **Role: Prime Contractor**

The major work will consist of the (approximate) following: The major work will consist of the 17 following: Installation of approximately 4,170 linear feet of 12-inch PVC SDR-35 sewer line and 18 140 linear feet of 12-inch sewer line with 24" Steel Casing Pipe by Auger Bore.

CURRENTLY ONGOING UTILITY PROJECTS

Belton 24-Inch Low Service Pipeline

Bell County WCID No.1
201 S. 38th Street
Killeen, TX 76543

Gerald Furrier, PE
Engineer: CDM Smith

\$1,654,471.00
Begin Date: January 2022
Completion Date: March 2023
Cell: 860-384-3463
Office: 713-423-7337
Email: FurrierG@cdmsmith.com

Scope of Work:

Role: **Prime Contractor**

The Work consists of furnishing and installation of 3,135 linear feet of new 24-in water transmission main; restrained joints; air valve assemblies and concrete manholes; 24-in flow meter assembly vault; pipe, fittings, valves, and appurtenances for new standpipe and connection to the existing piping and ground storage tank; electrical and instrumentation work to connect the new flow meter to existing service and control panels; asphalt paving; and all other work as specified and shown on the Drawings. The project is located within Waterworks Road in Belton, Texas between the Bell County W.C.I.D. #1 Water Treatment Plant at 5200 Water Works Rd. and the existing Belton Ground Storage Tank near the intersection of Shiloh Terrace.

Rummel Road Lift Station Upgrade and 12-inch Force Main Extension

City of Harker Heights
305 Miller's Crossing
Harker Heights, TX 76548

Mark Dollins, Inspector
Engineer: Thornhoff Consulting Engineers

\$2,469,265.00
Begin Date: March 2022
Completion Date: December 2022
Cell: 512-694-8601
Office: 512-328-6736
Email: mdollins@tcetx.com

Scope of Work:

Role: **Prime Contractor**

Furnish all material, equipment, tools, transportation, services, labor, and supervision necessary for construction of the facilities and installation of all equipment together with appurtenances for upgrade of the

BRCT, LLC dba Black Rock Construction

existing lift station from 800 gpm to 1,300 gpm with Variable Frequency Drive Pumps and construction of 8034 LF of 12-inch Force Main. Renovation of the lift station will consist of cleaning wetwell, removing two existing 800 GPM pumps and associated electrical, furnishing and installing two new 1,300 GPM pumps with VFDs, upgrading electrical and associated site work, and constructing pump bypass manifold quick-connect..

COMPLETED BORE PROJECTS

City of Waco – Chapel Road/Spring Valley Water Line Imp Phase I – Warren Road W1525

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Curtis Bell, City Inspector

Scope of Work:

- 24" Steel Casing by Bore x 100 LF

\$ 42,500.00

Begin Date: April 2016

Completion Date: April 2016

Cell: 254-709-2306

Office: 254-750-5440

Email: CurtisB@wacotx.gov

City of Waco – US 84 Utility Relocation Project

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Curtis Bell, City Inspector

Scope of Work:

- 36" Steel Casing by Bore x 270 LF (TXDOT)(U.S. Hwy 84)
- 24" Steel Casing by Bore x 270 LF
- 20" Steel Casing by Bore x 135 LF

\$ 367,677.50

Begin Date: December 2016

Completion Date: September 2017

Cell: 254-709-2306

Office: 254-750-5440

Email: CurtisB@wacotx.gov

City of Weatherford-Ric Williamson Waterline Project

City of Weatherford
917 Eureka St
Weatherford, TX 76086

\$1,406,759.00

Begin Date: March 2018

Completion Date: July 2018

Cell: 817-613-7985

BRCT, LLC dba Black Rock Construction

Ricky Bullock, City Inspector

Office: 817-598-4263

Email: rbullock@weatherfordtx.gov

Scope of Work:

- 36" Steel Casing by Bore x 180 LF

North Texas Municipal Water District

North Texas Municipal Utility District
505 E. Brown Street
Wylie, TX 75098

\$ 457,216.00

Begin Date: March 2019

Completion Date: October 2019

Cell: 469-652-9809

Rodney Wolfe, NTMWD Inspector

Office: 972-442-5405

Email: rwolfe@NTMWD.COM

Scope of Work:

- 42" Steel Casing by Bore x 164 LF (TXDOT)(SH-352)

City of Elgin-2018 Utility Improvements

City of Elgin
1137 Swenson Blvd
Elgin, Texas 78621

\$ 615,386.00 (Water)

\$ 463,837.00 (Wastewater)

Begin Date: January 2019

Completion Date: June 2019

Cell: 512-748-1851

John Calhoun, City Inspector

Office: 512-281-0119

Email: jcalhoun@ci.elgin.tx.us

Scope of Work:

- 24" Steel Casing by Bore x 600 LF
- 18" Steel Casing by Bore x 390 LF

Panther Creek Wastewater Interceptor Extension #4

Prosper ISD
605 E. Seventh Street
Prosper, TX 75078

Contract Price: \$2,594,576.00

Begin Date: March 2019

Completion: December 2019

Cell: 972-855-7877

Craig Burkholtz, TNP Inspector

Office: 214-461-9867

Email: cbuckholtz@tnpinc.com

Scope of Work:

BRCT, LLC dba Black Rock Construction

- 36" Steel Casing by Bore x 685 LF
- 30" Steel Casing by Bore x 240 LF
- 16" Steel Casing by Bore x 120 LF

407 McKinney No.1 to Princeton No.1 30-inch & 24-inch Pipeline

North Texas Municipal Water District
505 E. Brown St
Wylie, TX 75098

Thalle Construction
Matt Patek

Contract Price:\$ 1,239,178.77
Begin Date: August 2017
Completion: June 2018
Cell: 512-450-4579
Office: 817-728-3891
Email: mpatek@thalle.com

Scope of Work:

- 42" Steel Casing by Bore x 400 LF
- 36" Steel Casing by Bore x 3,285 LF

FW-HASLET-TRA SEWER PROJECT

The City of Haslet
101 Main Street
Haslet, TX 76052

Acadia Services
Brad Catlett

Contract Price:\$ 572,800.00
Begin Date: August 2020
Completion: December 2020
Cell: 817-729-2581
Office: 817-500-9048
Email: brad@acadiatx.com

Scope of Work:

- 42" Steel Casing by Bore x 495 LF
- 36" Steel Casing by Bore x 180LF

E-20 WURZBACH PKWY PROJECT-SEGMENT 1

San Antonio Water System
200 US HWY 281 N, Ste 171
San Antonio, TX 78212

SJ Louis Construction of Texas
Matt Caffey

Contract Price:\$ 49,650.34
Begin Date: August 2020
Completion: September 2020
Cell: 210-380-1922
Office: 210-340-9998
Email: mattc@sjlouis.com

BRCT, LLC dba Black Rock Construction

Scope of Work:

- 24" Steel Casing by Bore x 122 LF

IH 35 MCLENNAN CO. (TXDOT CSJ: 0015-01-243, ETC.)

Texas Department of Transportation
100 South loop Drive
Waco, TX 76704

Webber
B-Corp Utilities, Inc.
Bruce Springer Bruce Springer

Contract Price:\$ 429,500.00
Begin Date: November 2019
Completion: January 2020
Cell:
Office: 254-248-7089
Email:

Scope of Work:

- 42" Steel Casing by Bore x 435 LF (TXDOT BORE ACROSS I-35)
- 36" Steel Casing by Bore x 530 LF (TXDOT BORE ACROSS I-35)

Rayzor South Bore

City of Denton
901-B Texas Street
Denton, TX 76209

James Wilder, P.E.
Engineer: City of Denton Engineering

\$ 162,435.00
Begin Date: May 2020
Completion Date: June 2020
Cell:
Office: 940-349-8953
Email: james.wilder@cityofdenton.com

Scope of Work:

- 24" Steel Casing by Bore x 230 LF (SEWER BORE ON GRADE)

Highway 84 Corridor Wastewater System Improvements Phase 3 Contract A

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Mike Johnson, CMD Inspector
Engineer: Waco Public Works

\$ 4,813,352.00
Begin Date: June 2020
Completion Date: August 2020
Cell: 303-253-2450
Office: 303-383-2300
Email: johnsonvm@cdmsmith.com

Scope of Work:

- 42" Steel Casing by Bore x 220 LF (TXDOT BORE ACROSS HWY 84)
- 42" Steel Casing by Bore x 260 LF (SEWER BORE ON GRADE)

BRCT, LLC dba Black Rock Construction

- 42" Steel Casing by Bore x 300 LF (SEWER BORE ON GRADE)

16" Waterline Extension for Service to Belmont Fresh Water Supply District #2

Argyle Water Supply Corporation
825 W. Fm 407
Argyle, TX 76226

Kerry D. Maroney, P.E.
Engineer: Biggs and Matthews, Inc.

\$438,319.15
Begin Date: January 2021
Completion Date: May 2021
Cell:
Office: 940-766-0156
Email: kdm@bmiwf.com

Scope of Work:

- 24" Steel Casing by Bore x 450 LF (TXDOT HWY BORE UNDER I-35)

Utility Improvements Along Colony Hill Rd, Oldham Lane and Hardison Rd

Wylie Independent School District
6249 Buffalo Gap Road
Abeline, TX 79606

David Todd, P.E.
Engineer: Enprotec / Hibbs & Todd

\$ 846,767.00
Begin Date: March 2021
Completion Date: April 2021
Cell: 325-668-2364
Office: 325-698-5560
Email: david.todd@e-ht.com

Scope of Work:

Role: Prime Contractor

- 30" Steel Casing by Bore x 70 LF
- 30" Steel Casing by Bore x 90 LF
- 18" Steel Casing by Bore x 90 LF
- 15" Steel Casing by Bore x 65 LF

Highway 84 Corridor Wastewater System Improvements Phase 2 Contract B

City of Waco Public Works
1415 N. 4th St.
Waco, TX 76707

Mike Johnson, CMD Inspector
Engineer: Waco Public Works

\$3,088,886.75
Begin Date: May 2021
Completion Date: April 2022
Cell: 303-253-2450
Office: 303-383-2300
Email: johnsonvm@cdmsmith.com

Scope of Work:

- 24" Steel Casing by Bore x 220 LF (UPRR -RAILROAD BORE)
- 24" Steel Casing by Bore x 135 LF

BRCT, LLC dba Black Rock Construction

- 36" Steel Casing by Bore x 230 LF

Wichita Falls Business Park, Phase 1- Water & Sewer Improvements

City of Wichita Falls
1300 7th Street
Wichita Falls, TX 76301

Kerry Maroney, PE
Engineer: Biggs & Matthews

\$1,066,053.42
Begin Date: August 2021
Completion Date: January 2022
Cell:
Office: 940-766-0156
Email: kdm@bmiwf.com

Scope of Work:

- 24" Steel Casing by Bore x 525 LF (TXDOT HIGHWAY BORE)
- 24" Steel Casing by Bore x 200 LF (TXDOT HIGHWAY BORE)
- 24" Steel Casing by Bore x 150 LF (TXDOT HIGHWAY BORE)

San Gabriel Waterline

City of Leander
201 North Brushy Street
Leander, TX 78641

Lertchai "Lek" Mateo, City Inspector
Engineer: K. Friese and Associates

\$ 572,458.00
Begin Date: April 2021
Completion Date: April 2021
Cell:
Office: 512-638-7010
Email: LMateo@leandertx.gov

Scope of Work:

- 36" Steel Casing by Bore x 165 LF

Stein Falls Collection CIP Gravity Main WW Pipeline

Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155

SJ Louis Construction of Texas
Matt Caffey

Contract Price:\$ 452,420.00
Begin Date: June 2021
Completion: January 2022
Cell: 210-380-1922
Office: 210-340-9998
Email: mattc@sjlouis.com

Scope of Work:

- 48" Steel Casing by Bore x 240 LF
- 48" Steel Casing by Bore x 70 LF
- 42" Steel Casing by Bore x 215 LF

BRCT, LLC dba Black Rock Construction

- 42" Steel Casing by Bore x 30 LF
- 42" Steel Casing By Bore x 90 LF
- 36" Steel Casing by Bore x 70 LF