

## INVITATION TO BID

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

- Bid Number: 21-008
- Bid Type: REQUEST FOR BID
- Bid Name: Big Fossil 24" Interceptor Project
- Bid Due Date: Friday, February 05, 2021
- Bid Due Time: 12:00 P.M. Central Standard Time
- Deadline for questions:
  - Date: Friday, January 29, 2021
  - Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

[www.publicpurchase.com](http://www.publicpurchase.com)

DOCUMENTS MAY BE MAILED TO:

City of North Richland Hills  
Purchasing, Attn: 21-008 BIG FOSSIL 24" INTERCEPTOR PROJECT  
4301 City Point Drive  
North Richland Hills, TX 76180

If mailing a bid packet please include One(1) hard copy and One (1) soft copy on Flash drive. Submit documents in a sealed envelope with the following information marked plainly on the front:

**ATTN: PURCHASING DEPARTMENT  
21-008 BIG FOSSIL 24" INTERCEPTOR PROJECT**

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.

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 12:00 P.M. Friday, February 05, 2021. 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.

**8. SALESTAX**

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 85<sup>th</sup> 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. 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.

## 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.**

Listed below are the types and amounts of insurance generally required. The City reserves the right to amend the insurance requirements or require additional types and amounts of coverages or provisions depending on the nature of the work or services to be performed.

Type of Insurance	Amount of Insurance	Provision
1. Commercial General Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability f) Personal/Advertising Injury g) Medial Expense h) Fire Legal Liability i) Underground Hazard j) Explosion/Collapse Hazard k) Patent Infringement l) Copyright Law Violations	\$1,000,000 each occurrence, \$1,000,000 general aggregate;  Or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30 day-notice of cancellation or material change in coverage  City prefers that insurer be rated B+VI or higher by A. M. Best or A or higher by Standard & Poor's
2. Consultants, architects, engineers, Landscape design specialist, other professional services	\$500,000 Professional Liability with proof that aggregate is still available.	
3. Workers' Compensation & Employers' Liability	Statutory Limits \$500,000 each accident	Alternate employer endorsement required
4. Comprehensive Automobile Liability Insurance, including coverage for loading and unloading hazards, for a) Owned/Leased Vehicles b) Non-Owned Vehicles c) Hired Vehicles	\$500,000 Combined single limit for bodily injury and property damage	

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



## NON-COLLUSION AFFIDAVIT OF BIDDER

State of Missouri County of St. Louis

Gina Gurrieri verifies that:  
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of  
Insituform Technologies, LLC, 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.

Gina Gurrieri

SIGNATURE

Gina Gurrieri, Contracting & Attesting Officer  
PRINTED NAME

Subscribed and sworn to before me this

5 Day of February 2021.

[Signature]  
NOTARY PUBLIC in and for

MISSOURI

ST. LOUIS County, ~~Texas~~.

My commission expires:

08/28/21



**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:	<u>Insituform Technologies, LLC</u>
ADDRESS:	<u>17988 Edison Avenue</u>
CITY, STATE & ZIP:	<u>Chesterfield, MO 63005</u>
TELEPHONE:	<u>636-530-8000</u>
FAX	<u>636-530-8701</u>
EMAIL:	<u>ggurrieri@aegion.com</u>
SIGNATURE:	<u><i>Gina Gurrieri</i></u>
PRINTED NAME:	<u>Gina Gurrieri, Contracting &amp; Attesting Officer</u>
DATE:	<u>2/05/2021</u>

## 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Insituform Technologies, LLC  
Chesterfield, MO United States

Certificate Number:  
2021-710700

Date Filed:

01/27/2021

Date Acknowledged:

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

City of Northland Hills

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

21-008

Contract Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morris, David	Chesterfield, MO United States	X	
	Gordon, Charles	Chesterfield, MO United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Gina Gurrieri, and my date of birth is NA.

My address is 17988 Edison Avenue, Chesterfield, MO, 63005, USA  
(street) (city) (state) (zip code) (country)

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

Executed in St. Louis County, State of Missouri on the 27 day of February, 20 21.  
(month) (year)

Gina Gurrieri

Signature of authorized agent of contracting business entity  
(Declarant)



## 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: \_\_\_\_\_ NA \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email address: \_\_\_\_\_

### INDICATE ALL THAT APPLY:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ 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/forms/CIQ.pdf>

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

**OFFICER USE ONLY**

Date Received

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

NA

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) NA**3** Name of local government officer about whom the information is being disclosed.

NA

Name of Officer

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

NA

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

☐ Yes ☐ No NA

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

☐ Yes ☐ No NA**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.

NA

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). NA**7**   
Signature of vendor doing business with the governmental entity

2/5/2021

Date

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

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



## 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

Proposed Contractor/Bidder Insituform Technologies, LLC ("Contractor" or "Bidder"), submits the following modifications to the City's Standard \_\_\_\_\_ ("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: <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted <input type="checkbox"/> Modified

## **SPECIFICATIONS**

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

1. Big Fossil 24'' Interceptor Contract
2. NRH Big Fossil 100% Plans
3. Big Fossil 24in Interceptor E-Bid Tab

**AIA****Document A310™ – 2010****Bid Bond****CONTRACTOR:***(Name, legal status and address)***INSITUFORM TECHNOLOGIES, LLC  
17988 Edison Avenue  
Chesterfield, MO 63005****SURETY:***(Name, legal status and principal place of business)***Travelers Casualty And Surety Company  
One Tower Square  
Hartford, CT 06183**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**OWNER:***(Name, legal status and address)***City of North Richland Hills  
4301 City Point Drive  
North Richland Hills, TX 76180****Mail Notices To:****Travelers  
Attn: Surety Claim Dept.  
One Tower Square 2S1A  
Hartford, CT 06183****BOND AMOUNT: Five Percent of the Amount Bid ----- dollars(\$ 5% of Amount Bid)****PROJECT: Big Fossil 24" Interceptor Project, Project No. 21-008***(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of February, 2021.

*(Witness)***Christlanda Adkins  
Contracting & Attesting Officer****INSITUFORM TECHNOLOGIES, LLC***(Principal)**(Seal)****Gina Gurrieri*  
(Title) Gina Gurrieri, Contracting & Attesting Officer***(Witness) Donna Robson, Witness***Travelers Casualty And Surety Company***(Surety)**(Seal)****Andrew P. Thome*  
(Title) Andrew P. Thome, Attorney-In-Fact**



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.


By:   
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5** day of **February**, 20**21**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-800-328-2189**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### **PREMIUM OR CLAIM DISPUTES:**

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

### **ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

January 13, 2021

**ADDENDUM 1: RFB 21-008 BIG FOSSIL 24" INTERCEPTOR**

The bid documents listed have been uploaded to Public Purchase.

- NRH Big Fossil Interceptor - Issued for Bid Specs - 2021-01-13
- NRH Big Fossil Interceptor - Issued for Bid Plans - 2021-01-13
- Big Fossil 24in Interceptor E-Bid Tab (locked)

**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:

Insituform Technologies, LLC  
17988 Edison Avenue

Chesterfield, MO 63005

Fax: 636-530-8701

Authorized Representative:

Signature: Gina Gurrieri

Name: Gina Gurrieri

Title: Contracting & Attesting Officer

Phone: 636-530-8000

E-Mail: ggurrieri@aegion.com

**BID FORM**  
**FOR**  
**BIG FOSSIL**  
**24" INTERCEPTOR**  
**PROJECT**  
**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: 12:00PM (CST), February 5<sup>th</sup>, 2021

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

FOR: BIG FOSSIL 24" INTERCEPTOR PROJECT

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:

**BASE BID – BIG FOSSIL 24”  
INTERCEPTOR PROJECT**

Project Item Information					Bidder's Proposal	
Bid list Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
1	Mobilization/Demobilization	01 70 00	LS	1	\$83,000.00	\$83,000.00
2	Traffic Control	34 71 13	LS	1	\$7,700.00	\$7,700.00
3	SWPPP	NCTCOG 202	LS	1	\$2,500.00	\$2,500.00
4	Pre-CCTV Inspection	33 01 30.16	LF	2651	\$3.00	\$7,953.00
5	Post-CCTV Inspection	33 01 30.16	LF	2651	\$0.50	\$1,325.50
6	Cleaning 24" Pipe	33 01 30.71	LF	2140	\$8.00	\$17,120.00
7	Cleaning 27" Pipe	33 01 30.71	LF	511	\$8.00	\$4,088.00
8	Install 12" SDR-35 PVC	31 23 16.16, 33 11 03, 33 41 19, 33 41 20	LF	46	\$110.00	\$5,060.00
9	Install 24" PS46 ASTM F679 PVC	31 23 16.16, 33 11 03, 33 41 19, 33 41 20	LF	50	\$210.00	\$10,500.00
10	Install 27" PS46 ASTM F679 PVC	31 23 16.16, 33 11 03, 33 41 19, 33 41 20	LF	55	\$230.00	\$12,650.00
11	24" CIPP	33 31 12	LF	2140	\$94.00	\$201,160.00
12	27" CIPP	33 31 12	LF	511	\$125.00	\$63,875.00
13	Cured-in-Place (CIP) Manhole Rehabilitation & Adjustments	33 31 13.2	EA	5	\$16,250.00	\$81,250.00



Project Item Information					Bidder's Proposal	
Bid list Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
14	60" Manhole Installation (Polymer Concrete)	33 39 13, 33 39 17, 33 39 23	EA	2	\$22,750.00	\$45,500.00
15	72" Manhole Installation (Polymer Concrete)	33 39 13, 33 39 17, 33 39 23	EA	1	\$34,900.00	\$34,900.00
16	Surface Restoration	32 91 19	LF	2598	\$3.00	\$7,794.00
17	Demo Manhole	02 41 00	EA	2	\$4,750.00	\$9,500.00
18	Asphalt Pavement Repair	NCTCOG 302	SY	21	\$140.00	\$2,940.00
19	Bypass Pumping	33 03 10.51	LS	1	\$74,000.00	\$74,000.00
20	Miscellaneous Utility Allowance	01 22 00	LS	1	\$45,000	\$45,000
21	Miscellaneous Paving Allowance	01 22 00	LS	1	\$10,000	\$10,000
22	Miscellaneous Landscape Allowance	01 22 00	LS	1	\$10,000	\$10,000
TOTAL BASE BID						\$737,815.50

## BID SCHEDULE

**TOTAL BASE BID –** \$ 737,815.50  
*(Total Amount Base Bid, Numerical Value)*

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

Addendum No. 1 - Date Received January 13, 2021

Addendum No. 2 - Date Received January 28, 2021

Addendum No. 3 - Date Received January 28, 2021

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 **180 Consecutive Calendar Days** after the date specified in the "Phase I Notice to Proceed/Work Order". See contract for additional schedule/ time requirements to include Phase II.

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:** Gina Gurrieri Gina Gurrieri, Contracting & Attesting Officer

**Company:** Insituform Technologies, LLC

**Address:** \_\_\_\_\_

17988 Edison Avenue

Chesterfield, MO 63005

SEAL

(If Bidder is a Corporation)

**Telephone:** 636-530-8000

**Fax:** 636-530-8701

Submitted by: Insituform Technologies, LLC

an individual  
A partnership  
A corporation

Doing Business As: Limited Liability Company

See attached "Audited Balance Sheet"

## 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		\$ _____	
<b>TOTAL ASSETS</b>		<b>\$ _____</b>	<b>\$ _____</b>

## 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	\$ _____	
<b>TOTAL LIABILITIES</b>	\$ _____	\$ _____

## EXPERIENCE RECORD

SEE CLOSED PROJECTS LIST

### 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: SEE ACTIVE PROJECTS LIST

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



SEE ATTACHED LIST OF OPEN CONTRACTS

**List of Surety Bonds in Force on above Uncompleted Work:**

Date of Contract Award	Type of Bond	Amount of Bond <sup>1</sup>	Name and Address of Surety

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<sup>1</sup> 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** SEE ATTACHED EQUIPMENT LIST

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

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

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