



City of Killeen
Purchasing
Lorianne Luciano, Director of Procurement
802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

Bid No. 24-28

Pump Station No. 2 Rehabilitation

RESPONSE DEADLINE: February 6, 2024 at 2:00 pm

Report Generated: Tuesday, February 6, 2024

Barsh Construction Proposal

CONTACT INFORMATION

Company:

Barsh Construction

Email:

tommy@barshconstruction.com

Contact:

Tommy Fulford

Address:

304 Douglas Ave
Waco, TX 76712

Phone:

N/A

Website:

N/A

Submission Date:

Feb 6, 2024 1:43 PM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 5, 2024 5:24 PM by Tommy Fulford

Addendum #2

Confirmed Feb 5, 2024 5:24 PM by Tommy Fulford

Addendum #3

Confirmed Feb 5, 2024 5:24 PM by Tommy Fulford

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- [Conflict of Interest Questi...](#)

Conflict_of_Interest_CIQ.pdf

2. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

3. Acknowledgement – “Boycott Israel”*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

4. Acknowledgement – “Boycott Energy Companies”*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. “Boycott energy company” is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

5. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

6. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

7. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

8. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

9. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

10. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

11. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

12. Can service be accomplished as specified in the specifications?*

Yes

13. When can service commence after award (number of days)?*

30

14. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Tommy Fulford, PM, PO Box 20727, Waco, Texas 76702, tommy@barshconstruction.com, 254-772-7130

15. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

16. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

N/A

17. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

18. Indicate the company's first year of business operation:*

1995

19. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Bailey Insurance, Erin Simpson, 254-292-1917, 254-753-1132, erin@baileyinsurance.com

20. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

no

21. Proposal Documents*

Please Upload your COMPLETE Proposal here.

Barsh_Proposal_2-6-24.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Barsh Company

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

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

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.

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

Yes No

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

Yes No

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

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

7 
Signature of vendor doing business with the governmental entity

2/1/24
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.

**BID DOCUMENTS
(TO BE RETURNED
WITH BID)**

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of _____

5% greatest amount bid
_____ DOLLARS (\$ 5% G.A.B.),

which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

BID FORM - UNIT PRICES
CITY OF KILLEEN PUMP STATION NO. 2 REHABILITATION
BID NO. 24-28: ADDENDUM 3

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT AMOUNT
GENERAL CONDITIONS					
1	Mobilization (Maximum 10.0%)	1	LS	\$79,558.00	\$79,558.00
2	Bonding and Insurance (Maximum 2.5%)	1	LS	\$36,988.00	\$36,988.00
3	Traffic Control Plan	1	LS	\$1,884.00	\$1,884.00
4	Traffic Control Plan Implementation	1	LS	\$1,256.00	\$1,256.00
5	Trench Safety Plan	1	LS	\$1,256.00	\$1,256.00
6	Trench Safety Plan Implementation	1	LS	\$1,734.00	\$1,734.00
7	Stormwater Pollution and Prevention Plan	1	LS	\$1,535.00	\$1,535.00
8	Stormwater Pollution and Prevention Plan Implementation	1	LS	\$1,301.00	\$1,301.00
SITE WORK					
9	Furnish and Install New Gray Water Force Main, Manhole Connection, Pipe Insulation, Weather Jacket, Excavation/Backfill, Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$17,846.00	\$17,846.00
10	Furnish and Install New 12-inch Hot Tap Insertion Valves, Valve Boxes/Covers, Concrete Pad, Excavation/Backfill, Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	3	EA	\$24,923.00	\$74,769.00
11	Remove and Properly Dispose of Existing Concrete Driveway/Approach and Sidewalk, and Furnish and Install New Concrete Driveway/Approach, Asphalt Surface Replacement, Sidewalk, Excavation/Backfill, Grading, Sodding, Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$50,094.00	\$50,094.00
PUMP STATION BUILDING IMPROVEMENTS					
12	DEMOLITION - Remove and Properly Dispose of the Identified Pump Station Building Demolition Items and Site Demolition Items as Specified and Indicated on the Construction Drawings, Including all Materials, Labor, Equipment and Incidentals Required, Complete. NOTE: An asbestos survey has not been conducted, demolition activities may require removal of asbestos containing materials contractor to factor removal of suspected asbestos containing materials into their bid.	1	LS	\$5,430.00	\$5,430.00
13	HIGH SERVICE PUMP STATION - Furnish and Install New 100-Hp High Service Pumps (3), Sump Pumps (2), 2-Ton Electric Hoist, All Piping, Supports, Concrete, Fittings, Valves and Appurtenances, Including Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$467,567.00	\$467,567.00
14	CHLORINATION SYSTEM - Furnish and Install New Gas Chlorination System, Including All Chlorination Equipment, Chlorinators, Scales, Injectors, Vents, Leak Detection System, Solution Booster Pump, Piping, Fittings, Valves, Gauges, Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$73,975.00	\$73,975.00
15	HVAC & PLUMBING - Furnish and Install All New Heating, Ventilation and Air Conditioning Systems, Including Equipment, Fans, Intake Vents, Emergency Wash Station, Water Heater, Piping, Fittings, Valves, Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$188,917.00	\$188,917.00

BID FORM - UNIT PRICES
CITY OF KILLEEN PUMP STATION NO. 2 REHABILITATION
BID NO. 24-28: ADDENDUM 23

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT AMOUNT
16	BUILDING STRUCTURE & FOUNDATION - Furnish and Install All New Building and Foundation Improvements, Including but not limited to Re-Roofing, Concrete, Masonry, EIFS, Doors, Windows, and Glazing Materials, Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational Building.	1	LS	\$369,711.00	\$369,711.00
17	ELECTRICAL & CONTROLS - Furnish and Install All Electrical Equipment, Lighting, Instrumentation, Controls, SCADA System Appurtenances, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	653,776.00	\$653,776.00
CLEARWELL IMPROVEMENTS					
18	Furnish and Install New Ground Storage Tank Vents (2), Repair/Grouting of 16-inch Fill Pipe Connection to Tank, All Materials, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$14,906.00	\$14,906.00
PRESSURE TRANSMITTER VAULT					
19	Furnish and Install New Pressure Indicating Transmitter Vault, Including All Valves, Saddles, Excavation/Backfill, Grading, Materials, Concrete, Sodding, Labor, Equipment and Incidentals Required, as Specified and Indicated on the Construction Drawings, Complete and In-Place for Fully Operational System.	1	LS	\$6,180.00	\$6,180.00
ALLOWANCE					
20	Proserv Crane Group shall provide and furnish all equipment and labor to installation a 2-Ton Accolift Electric Chain Hoist with Motorized Trolley, as shown on Attachment A, Proserv Crane Group Quote, dated 12/1/2023. Any additional scope items and associated costs not shown or included in the supplier's proposal is the responsibility of the Contractor and shall be included in the Contractor's other associated bid prices. No additional payment by City to Contractor shall be made for failure to include all scope and costs associated with the work item.	1	LS	\$ 22,476.14	\$ 22,476.14
21	Control Panels USA shall provide and furnish all equipment and/or services for the SCADA Improvements required for the Pump Station Upgrades, Including High Service Pumps and Controls, Chemical Feed PLC Upgrades, Fiber Optic Equipment and Services. Any additional scope items and associated costs not shown or included in the supplier's proposal is the responsibility of the Contractor and shall be included in the Contractor's other associated bid prices. No additional payment by City to Contractor shall be made for failure to include all scope and costs associated with the work item.	1	LS	\$ 134,700.00	\$ 134,700.00
22	Asbestos Materials Abatement Allowance. Due to the uncertainty of quantities of asbestos materials to be abated in affected work areas only, the allowance can be used to perform asbestos testing and asbestos abatement of asbestos containing materials as needed in affected work areas. The General Contractor is expected to manage the abatement process once construction begins to include testing and abatement.	1	LS	\$ 30,000.00	\$ 30,000.00
23	Lead Paint Abatement Allowance. Due to the uncertainty of quantities of lead paint to be abated in affected work areas only, the allowance can be used to perform lead paint testing and lead paint abatement of lead paint in affected work areas. The General Contractor is expected to manage the abatement process once construction begins to include testing and abatement.	1	LS	\$ 30,000.00	\$ 30,000.00
24	Brick Allowance. Allowance for brick damaged by lifting of electrical room, to include additional brick, appurtenances, labor, equipment and incidentals required, as specified and indicated on the construction drawings, complete and in-place.	1	LS	\$ 5,000.00	\$ 5,000.00

BID FORM - UNIT PRICES
CITY OF KILLEEN PUMP STATION NO. 2 REHABILITATION
BID NO. 24-28: ADDENDUM 2/3

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	UNIT AMOUNT
25	Autodesk Construction Cloud will be utilized as the Construction Management Software for processing submittals and RFIs. The awarded Contractor will need a license for this platform	1	LS	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID PRICE					\$2,272,859.14
ADDITIVE ALTERNATE NO. 1					
A1	300 kW GENERATOR - Furnish all labor, tools, equipment, materials, and other requisites necessary for installation of 300 kW generator and automatic transfer switch including but not limited to generator, transfer switch, panels, conduits, wiring, and any and all material and labor, Complete and In-Place for Fully Operational System. Lump Sum Price to include a BASE BID DEDUCT for Generator Plug and Breaker.	1	LS	\$130,000.00	\$130,000.00
TOTAL ADDITIVE ALTERNATE NO. 1 PRICE					\$130,000.00
TOTAL BASE BID + ADDITIVE ALTERNATE NO. 1 PRICE					\$2,402,859.14

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Merchants
Bonding Company and _____

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with **Pump Station No. 2 Rehabilitation** Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated 1/24/24 Received 1/24/24
Addendum No. 2 dated 1/30/24 Received 1/30/24
Addendum No. 3 dated 2/1/24 Received 2/1/24

This is a Bid of: Barsh Company Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of NA, or; and Individual, doing business as NA.

By: [Signature]

Seal, if a Corporation

President
TITLE

304 Douglas Avenue
MAILING ADDRESS

304 Douglas Avenue
STREET ADDRESS

Waco, TX 76712
CITY AND STATE

254-772-7130
TELEPHONE NUMBER

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Sherwood; Erin Simpson; John Pegram; Mark McCunniff; Wes Bailey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2023.

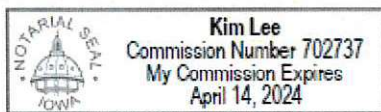


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of February, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of February, 2024.




Secretary

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	Barsh Company		
Business Address:	304 Douglas Avenue Waco, TX 76712		
Telephone Number:	254-772-7130		
Fax Number:	254-772-7446		
Form of Business:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture
IF A CORPORATION			
Date of Incorporation:	November 1, 1995		
State Incorporated:	Texas		
President's Name:	Tate Christensen		
Vice President's Name:	Misty Christensen Debbie White		
IF A PARTNERSHIP			
Date of Organization:	NA		
Type	NA	General NA	Limited NA
IF AN INDIVIDUAL			
Name:	NA		
Business Address:	NA		
IF A JOINT VENTURE			
Name of Manager:	NA		
Name of Firm:	NA		
Name of Individual Companies:	NA NA NA		
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	27	Past Year's Revenues:	\$20M +
Average Number of Projects Annually:	10	Average Construction Cost of Project:	\$4M
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Piping Rough Carpentry Earthwork			
2. List work that will be provided by Subcontractors on this project.			
Electrical Controls Roofing	HVAC		Concrete masonry

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience on pump station construction? <i>28 years</i>			
As a General Contractor:	<i>28 years</i>	Number of Total Projects:	<i>1202</i>
2. Number of pump station projects installing 100 hp (plus/minus) Split Case Centrifugal Pumps in the past five (5) years?			<i>2</i>
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			<i>no</i>
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			<i>no</i>
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			<i>no</i>
6. Is offering company currently involved in any litigation or contemplating any litigation?			<i>no</i>
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			<i>no</i>
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			<i>no</i>

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	<i>Tommy Fulford</i>
Years of Experience as PM	<i>20 years</i>
Number of Similar Projects as PM with this company	<i>8</i>
Number of Similar Projects with other companies (PM)	<i>0</i>
Current Assignments	<i>Crawford WTP, Elm 2, Smith St. Pump Station, Salado Pump Station</i>
% of time dedicated to this project	<i>60%</i>
Reference Project	
Project Name:	<i>Waco Airport Pump Station</i>
Title:	<i>Purchasing Agent</i>
Telephone Number:	<i>254-750-8060</i>
Reference Name:	<i>Jody Kopp</i>
Organization:	<i>City of Waco</i>
Email:	<i>jodyc@waco.tx.gov</i>
PROJECT SUPERINTENDENT	
Name of Superintendent	<i>David Pembleton</i>
Years of Experience as Superintendent	<i>11 years</i>
Number of Similar Projects as Super with this company	<i>8 years</i>
Number of Similar Project with other companies (Super)	<i>0</i>
Current Assignments	<i>Smith St Pump Station, Salado Pump Station, Crawford WTP</i>
% of time dedicated to this project	<i>100%</i>
Reference Project	
Project Name:	<i>North Bosque Water Supply</i>
Title:	<i>Owner</i>
Telephone Number:	<i>254-723-1248</i>
Reference Name:	<i>Daryl Weems</i>
Organization:	<i>NBWSK</i>
Email:	<i>daryl.weems@gmail.com</i>

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
Vertical Turbine Pump Station				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of McGregor	Plant 2 P.S. Imp.	\$461,986.49	7/3/13	1%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Paul Kilpatrick	Utility Director	City of McGregor	254-840-2806	pkilpatrick@mcgregor-texas.com
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Gary Graham	Engineer	Walker Partners	512-633-3012	ggraham@walkerpartners.com
REFERENCE PROJECT 2				
Project Description				
Vertical Turbine Pump Station				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Waco	Waco Airport P.S.	\$2,561,269.80	2/27/18	2%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Jody Kopp	Purchasing Agent	City of Waco	254-750-8060	jodyc@wacotx.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
David Murek	Vice President	CP&Y	254-772-9272	dmurek@cpyi.com
REFERENCE PROJECT 3				
Project Description				
Split Case Pump				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
North Bosque WSC	NBWSC Plant Imp	\$610,335.68	10/23/18	3%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Daryl Weems	Owner	NBWSC	254-723-1248	daryl.weems@gmail.com
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Dana Reid	Engineer	Clark-Fuller	254-899-0899	D.Reid@clark-fuller.com

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS

PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)

Name	Work to be Provided	% of Contract
T MORALIS	ELECTRICAL	22%

Provide a list of major equipment or material suppliers for use on project.

Supplier Name	Material or Equipment Supplied
SMITH PUMP	PUMPS

AFFIDAVIT

State Texas

County of McLennan

Tate Christensen, being duly sworn deposes and attests that he/she is
(name)
President and is a duly authorized representative of the Offeror
(title)

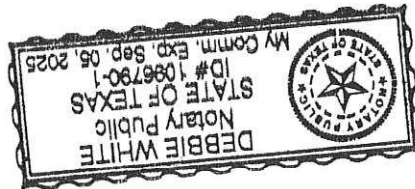
submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

Tate Christensen
Signature

Signed and sworn to me before this 1st day of February, 2024.

Debbie White
Notary Public

My Commission expires: 09-05-25



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Barsh Company

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

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

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.

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

Yes No

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

Yes No

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

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

7 
Signature of vendor doing business with the governmental entity

2/1/24
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.

CERTIFICATE OF CORPORATE RESOLUTION

I, Debbie White, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Barsh Company, a Texas corporation, (the "Corporation").

2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.

3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on January 1, 2024 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.

4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Tate Christensen : President

Misty Christensen : Vice President

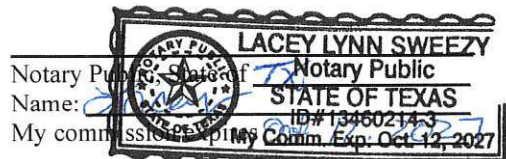
Debbie White : Secretary

TO CERTIFY WHICH I have executed this certificate this 1st day of February, ~~2023~~ 2024

Debbie White
Secretary

STATE OF Texas
COUNTY OF McLennan

This instrument was acknowledged before me on the 1st day of February, ~~2023~~ 2024 by Debbie White, Secretary, of Barsh Company, a corporation, on behalf of said Corporation.



BARSH COMPANY

Unanimous Consent of Sole Director

In Lieu of an Annual Meeting of the Director

Pursuant to Section 6.201 of the *Texas Business Organizations Code*, the undersigned, being the sole Director of **Barsh Company**, a Texas corporation (the “Company”), and in lieu of the annual meeting of the Director, the call of which is expressly waived, does hereby consent to the following:

Election of Officers

“RESOLVED, that the following persons be and they are hereby elected to fill the following offices, each to serve until the next annual meeting of the Director of the Company and until their successor is chosen and qualified or until their earlier death, resignation or removal from office:

<u>Officer</u>	<u>Office</u>
Leonard Tate Christensen	President, Secretary, and Treasurer
Misty Christensen	Vice President
Debbie White	Vice President

Ratification of Activities

“RESOLVED FURTHER, that all acts, transactions, purchases, proceedings, elections and appointments of the Officers of this Company which have been taken or made since the last meeting are hereby ratified, approved and adopted as the act of the Company.”

This consent may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one Consent.

Effective Date: January 1, 2024.

SIGNATURE OF SOLE DIRECTOR:



Leonard Tate Christensen, Director

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

NA

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or business relationship with person named in item 3

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

NA

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said NA, this the _____ day
of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

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.

Barsh Company
 Woodway, TX United States

Certificate Number:
 2024-1118117

Date Filed:
 01/30/2024

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

City of Killeen

Date Acknowledged:

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

Project Bid No. 24-28
 City of Killeen Pump Station No. 2 Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barsh Company	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tate Christensen, and my date of birth is 8/8/64.

My address is 675 Cedar Canyon, Crawford, TX, 76638, McLennan
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 1st day of February, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code section 809.001 to means, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE:  DATE: 2/1/24
PRINT NAME: Tate Christensen

Replace: Sheet C2.5 (Reference Q35 above)

Replace: Sheet C5.4 (Reference Q4 above)

Replace: Sheet M1.3 (Reference Q12 above)

Replace: Sheet M2.2

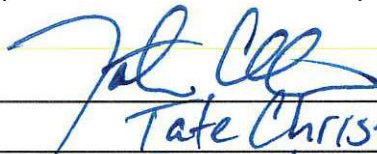
Replace: Sheets H1.1, H1.2, and H1.3 (Reference Q 13 – 16 above)

Please acknowledge receipt of this Addendum No. 2 by signing below and submitting with the Bid.

Acknowledged: _____

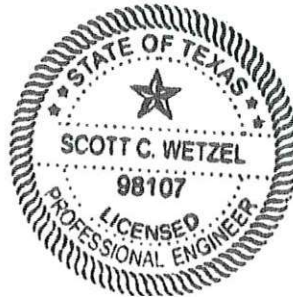
By: _____

Title: _____


Tate Christensen
President



Scott C. Wetzel, PE
CP&Y, Inc. dba STV Infrastructure



Question (Q) No.	Question	Answer
14	We see that a Cla Valve is specified for the pump control valve. Would you consider other manufacturers? (OpenGov Q57)	Valves shall be Cla-Val.

BID DOCUMENTS:

Replace: Bid Proposal Form. Revisions have been made in the Allowance portion of the Bid Proposal Form.

Add: Bid Proposal Attachment B, Allowance Line Item 21, CPUSA Quote dated January 30, 2024, Proposal #24-5416.

Replace: Supplementary Conditions. Item 25 has been added to reflect changes to General Conditions, Article 11.02 Cash Allowances.

SPECIFICATIONS:

Replace: Specification 02 41 19, Selective Demolition. Section 1.09. Field Conditions has been revised.

Replace: Specification 09 91 13, Exterior Painting – Building. Section 1.07. Field Conditions has been revised.

Replace: Specification 33 12 23.30, Split Case Horizontal Mounted Pump. Materials of Construction and Performance Requirements have been revised.

DRAWINGS:

Replace: Sheet M1.2.

Replace: Sheet M1.3.

Please acknowledge receipt of this Addendum No. 3 by signing below and submitting with the Bid.

Acknowledged: _____
 By: Tate Christensen
 Title: President

Scott C. Wetzel

Scott C. Wetzel, PE
 CP&Y, Inc. dba STV Infrastructure

