

# *City Of Splendora*



**“The Switch 1896”**

**REQUEST FOR PROPOSALS FOR A QUALIFIED FIRM TO  
REMOVE AND REPLACE AN EXISTING 125,000 GALLON  
POTABLE WATER GROUND STORAGE TANK OR EQUIVALENT  
RFP 24-001**

## Contents

I. INTRODUCTION .....	2
II. BID RECIPIENT .....	3
III. BIDDER’S ACKNOWLEDGEMENT.....	3
IV. BIDDER’S REPRESENTATIONS .....	4
Exhibit A: Bid Submittal.....	4
V. BIDDER’S CERTIFICATION .....	5
VI. BASIS OF BID .....	5
VII. SCOPE OF WORK .....	6
VIII. TIME OF COMPLETION AND PRELIMINARY SCHEDULE .....	6
IX. SUBMISSION REQUIRMENTS .....	6
X. CONTENTS OF PROPOSAL.....	7
XI. TERMS AND CONDITIONS.....	7
XII. REQUESTS FOR CLARIFICATION .....	8
XIII. EXHIBITS .....	8
Exhibit A: Bid Submittal Form .....	9

**I. INTRODUCTION**

The City of Splendor, Texas (City) is requesting proposals from firms with qualified staff and experience in the replacement of potable water ground storage tanks.

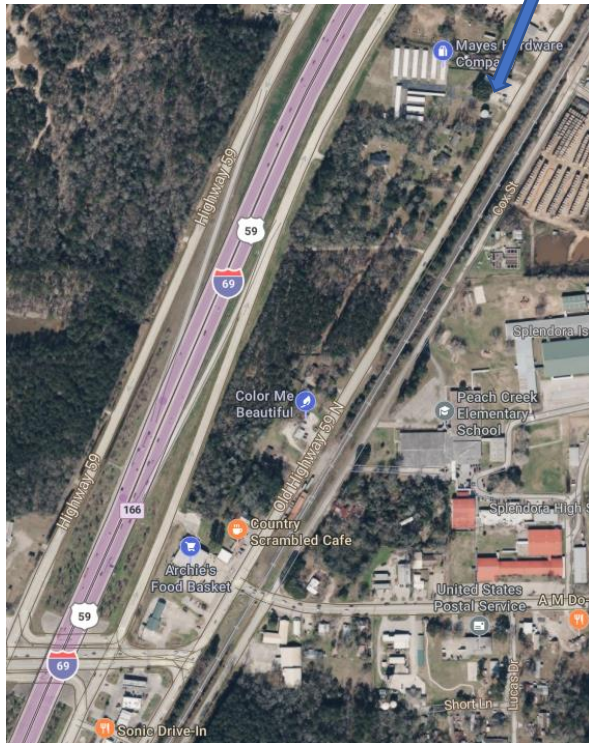
The goal for the tank replacement project is to provide the City of Splendor with facilities that can feasibly meet all applicable current codes and standards as well as operational needs.

The City of Splendor owns and operates their own water system, wells, and pumping facilities. Below is a table that provides details on the tank to be replaced.

SDWIS <sup>±</sup> Tank Name	Tank Type (e.g., elevated, buried, etc.) & Construction Materials	Volume (gallons)	Approximate Dimensions	Location	Type of Tank	Foundation
Water Plant #2 GST	Above ground	125,000	30 ft. Dia. 18 ft. tall	14136 Old Hwy 59, Splendor, Texas	Bolt together Galvanized Steel	Gravel

Location:

Water Plant Site





The Tank is located on Old US Highway 59, about ½ mile north of FM 2090 in Splendor.

## **II. BID RECIPIENT**

Submittals will be accepted no later than **10:00 AM (local time), March 11, 2024**,  
to:

**CITY OF SPLENDORA  
ATTN: DANNA WELTER, CITY ADMINISTRATOR  
PO BOX 1087  
SPLENDORA, TX 77372**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents. For additional details or to answer applicable questions, please contact Utility Supervisor Jeff Rich at 936-672-2373, or [jrich@cityofsplendor.org](mailto:jrich@cityofsplendor.org)

## **III. BIDDER'S ACKNOWLEDGEMENT**

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**IV. BIDDER'S REPRESENTATIONS**

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

Exhibit A: Bid Submittal

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.

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

The submission of this Bid constitutes an incontrovertible representation by Bidder that the Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**V. BIDDER'S CERTIFICATION**

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**VI. BASIS OF BID**

Bidder will complete the following Scope of Work in accordance with the Contractor Agreement:

- A. Contractor to provide all labor, materials and equipment to complete the project.
- B. Contractor is responsible for damage to any existing features, and shall be repaired in-kind by the contractor at their cost.
- C. Contractors are responsible for verifying all measurements and information prior to beginning work.
- D. The Contractor will furnish the city with a beginning date and ending date for the work to be completed.

- E. Contractor is responsible for jobsite cleanup and for hauling all debris created as a result of project to an acceptable disposal site. Disposal ticket shall be retained and forwarded to City.
- F. Contractor is responsible for acquiring required permits.
- G. Contractor is responsible for providing the owner with a copy of the final signed permits.
- H. Contractor is responsible for providing the owner with a copy of all tank inspection video, inspection report, and documentation of work.

**VII. SCOPE OF WORK**

- A. Dismantle all piping, plumbing, electrical, and monitoring structures or devices from the existing Ground Storage Tank. (GST).
- B. Evaluate existing gravel foundation and, based on GST provider’s foundation requirements:
  - a. Recommend to re-use existing gravel foundation if feasible or;
  - b. Dismantle and remove existing foundation and install a new foundation as required by GST manufacturer.
- C. Install new bolt together 125,000 gallon galvanized steel GST or equivalent.
- D. Reconnect all piping, plumbing, electrical, and monitoring structures removed during demolition
  - a. All valves and fittings are to be replaced with new.
- E. Clean and disinfect the newly installed GST.
- F. Clean up and restore work area to preexisting condition.

**VIII. TIME OF COMPLETION AND PRELIMINARY SCHEDULE**

- A. The Bidder will furnish the city with a beginning date and ending date for the project(s).
- B. The City will extend days for completion depending on weather conditions; the City Administrator will have final determination on any extension of time. Bidder accepts the provisions that for any delay that does not constitute an excusable delay, and which is necessary to substantially complete the project, the Owner will deduct a daily charge of \$300.00 per calendar day as liquidated damages from the Contract price.
- C. Preliminary Project Schedule
  - January 22, 2024: First Publication of RFP Notice
  - January 22-31, 2024: Meeting/Site Visit by appointment
  - February 5, 2024: Proposals Due to the City of Splendor by 10:00AM
  - February 5, 2024: Bids Reviewed by the Splendor City Council  
6:30PM
  - February 6, 2024: Work May Begin (Subject to City Approval)
  - May 15, 2024: Project completion and final inspection.

**IX. SUBMISSION REQUIRMENTS**

- A. Bidder must compete and submit the itemized bid submittal form (Exhibit A) of RFP.
- B. Bidder must provide a certificate of liability and worker’s compensation, with the City of Splendor as additionally insured.
- C. For proposals that exceed \$50,000 the following requirements are applicable:

- 1) Performance Bond will be in an amount not less than the one hundred percent (100%) of the Contract Price but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, with additional cost to the Owner.
- 2) Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price but, in any event, shall provide for the payment of all project costs in accordance with the Contract Documents, without additional cost to the Owner.
- 3) Maintenance Bond will be so conditioned as to provide for the correction or replacement of any portion of the Work that proves defective in materials or workmanship for a period of one year following final acceptance of the project and shall cover not only the material but also the costs of removal, correction, reconstruction and any other costs incurred in the repair of defective portion of the Work.

## **X. CONTENTS OF PROPOSAL**

The bidders interested in this project shall submit one (1) PDF copy, and/or one (1) hard copy of the proposal package. The proposal package shall include, but not be limited to, the following:

1. Provide a certificate of insurance to the City of Splendor to prove that the contractor has liability coverage for not less than One Hundred Thousand Dollars (\$100,000) for property damage, Five Hundred Thousand (\$500,000) to any person for any number of claims arising out of a single occurrence for all damages other than property, and an aggregate of One Million Dollars (\$1,000,000) for all claims arising out of a single occurrence. The contractor must also provide proof of Workers Compensation insurance or proof that the contractor is otherwise fully complying with the Workers Compensation laws of the State of Texas.

## **XI. TERMS AND CONDITIONS**

1. Proposers are expected to examine exhibits, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to the responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the City of Splendor, price and other factors considered.
4. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The City's Representative will not be responsible for oral clarification.
5. All submittals must be received at the address and by the date and time specified herein.
6. Any submittal received after the identified date and time will be returned unopened.
7. Following the selection process, the proposal for the selected Proposer shall be made available for public review, except for any items that the Proposer has requested, in writing, to remain confidential under applicable law.

8. The City of Splendor reserves the right to reject any or all proposals, to waive any informalities or irregularities therein, and to negotiate other terms in the proposals.

**XII. REQUESTS FOR CLARIFICATION**

Any requests for clarification of additional information deemed necessary by any respondent to present a proposal shall be submitted in writing, via postal service or email, to Jeff Rich, City Utility Supervisor, referencing this request.

Written requests must be received a minimum of five (5) calendar days prior to the submission deadline. Any requests received after this deadline will not be considered. All requests received prior to the deadline will be responded to by James DePue in the form of an addendum addressed to all prospective respondents.

Direct contact with City elected officials or City staff (with the exception of the City Utility Supervisor) during the selection process, except when and in the manner expressly authorized by the Request for Proposal documents, is strictly prohibited and may render the submittal as non-compliant. Violation of this requirement is grounds for disqualification from the process.

**XIII. EXHIBITS**

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following exhibits included and incorporated into this RFP:

Exhibit A: Bid Submittal



**Exhibit A: Bid Submittal Form**

Bidder Name: \_\_\_\_\_

Project Supervisor Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Proposed Beginning Date: \_\_\_\_\_ Proposed Ending Date: \_\_\_\_\_

<b>Cost per Complete Tank Replacement</b> (Includes a detailed report with suggested replacement process)	<b>Options/Comments</b>
\$ _____	

1. Include a brief background information on your company, including the closest office location to the aforementioned property site for this project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Provide a detailed discussion of the approach to the project including a breakdown and explanation of project tasks, an estimation of hours for individual tasks and sub-tasks, costs analysis including the identity, classification, and estimated hours for personnel and allowable direct costs.

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3. Provide an outline of the timeline as well as an estimated start date and completion date.

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4. Please list clients, including name and addresses, for which your company has completed similar work in the last two years.

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Additional Information:

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**Bidder:** [Indicate correct name of bidding entity]

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**By:**

[Signature]:

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[Printed name]:

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(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

**Attest:**

[Signature]

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[Printed name]

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Title: \_\_\_\_\_

Submittal Date:

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