STATE OF TEXAS	§	
	§	**DESIGN-BUILD CONTRACT FOR**
	§	**THE COURSES AT WATTERS CREEK**
	§	**EROSION CONTROL**
COUNTY OF COLLIN	§	

This Contract ("Contract") is made by and between the City of Allen, Texas ("City") and **KNIGHT EROSION CONTROL, INC.,** a Texas for-profit corporation ("Company") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to retain Company as an independent contractor and not as an employee, on the terms and conditions set forth in this Contract to provide design and construction of erosion control structures at the property located at The Courses at Watters Creek, 7201 Chase Oaks Boulevard, Plano, Texas 75205 (the "Project Property"), specifically to remove the existing erosion control structure and install a new erosion control structure on the west side of the creek at Hole No. 2 and to install a new erosion control structure on the south side of the creek at Hole No. 5 (the "Project"); and

WHEREAS, Company desires to provide to City design and construction services for the Project, including all related and necessary goods and services, in accordance with terms and conditions set forth in this Contract.

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term and Time For Performance

1.1 The design services called for under this Contract ("Design Services") shall commence on a date mutually agreed to by the City and Company and shall be completed no later than ___ days thereafter.

1.2 The construction services ("Construction Services") called for under this Contract shall commence on a date mutually agreed to by the City and Company after the City has given Notice to Proceed and shall be completed no later than thirty (30) days from commencement ("Final Completion").

1.3 All limitations of time set forth in this Contract are material and time is of the essence of the Contract.

1.4 If Company fails to achieve completion of Construction Services (also called "Construction Work") within thirty (30) calendar days after the date of commencement of

Construction Services, Company shall pay City the sum of two hundred, forty and no/100 ($240.00) dollars per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Construction Work. Any sums due and payable hereunder by Company shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at the time of executing this Contract. Liquidated damages shall apply regardless of whether Company has been terminated by City prior to Final Completion when the termination was for cause. Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Company's performance hereunder for matters other than delays in Final Completion. When City reasonably believes that Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Company an amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when Company overcomes the delay in achieving Final Completion, or any part thereof, for which City has withheld payment, City shall promptly release to Company those funds withheld, but no longer applicable as liquidated damages.

1.5 This Contract shall remain in effect until the Contract expires or is otherwise terminated. The Contract may terminate upon any one or more of the following:

A. upon the mutual written agreement of the Parties;
B. upon written notice by either Party, if other Party defaults upon or breaches any of the terms or conditions of this Contract and such breach is not cured within thirty (30) days after receipt of written notice thereof;
C. upon written notice by City, if Company suffers an event of "Bankruptcy or Insolvency" (for purposes of this Contract "Bankruptcy or Insolvency"" shall mean shall mean the dissolution or termination of Company's existence as a going business, insolvency, appointment of a receiver for any part of Company's property where such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company where such proceeding is not dismissed within ninety (90) days after the filing thereof); or
E. upon written notice by City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article II
Scope of Work

2.1 Company agrees to, for the price set forth herein, to provide all goods and services necessary for the design and construction of erosion control structures at the property located at The Courses at Watters Creek, 7201 Chase Oaks Boulevard, Plano, Texas 75205 (the "Project Property"), specifically to remove the existing erosion control structure and install a new erosion control structure on the west side of the creek at Hole No. 2 and to install a new erosion control structure on the south side of the creek at Hole No. 5 (the "Project"), all as more fully described herein and in the Request for Proposal Design-Build Proposal for Erosion Control at The Courses at Watters Creek ("RFP") and the Company's Technical Proposal ("Proposal"), incorporated herein and attached hereto as Exhibits "A" and "B", respectively ("Scope of Work"). The RFP and

Proposal may be collectively referred to herein as the "Contract Documents". In the event of an inconsistency or conflict between the Contract Documents and any of the provisions of this Contract, the inconsistency or conflict shall be resolved by giving precedence first to this Contract, then to the RFP, and then to the Response.

2.2 City shall have the right to immediately suspend work by Company if City determines in its sole discretion that Company has, or will fail to perform, in accordance with this Contract. In such event, any payments due to the Company shall be suspended until Company has taken satisfactory corrective action.

2.4 To the extent reasonably necessary for the Company to complete the Project under this Contract, the Company shall be authorized to engage the services of any subcontractors that the Company may deem proper to aid or assist in the performance of this Contract. The cost of such personnel shall be borne exclusively by the Company.

2.5 Specifically, the City retains the Company to perform and Company agrees to perform the following:

A. Detailed Design/Construction Documents Services. The Company shall be responsible for the preparation of any and all drawings, plans, designs, and/or specifications required to construct the Project, including any architectural and/or engineered plans necessary to obtain all required permits from all applicable authorities ("Detailed Design Plans"), all of which may be collectively referred to herein as "Design Services". The Design Services shall specifically include, but is not necessarily limited to:

1. Design of a RRap Hybrid Wall System gravity type retaining wall for construction at Hole No. 2 and Hole No. 5 on the Project Property. The Wall Systems will consist of a facing with concrete bags and a backing of mortared rip rap. The wall systems will also have a drainage system with weep pipes to drain the backfill soils.

2. The System design shall account for flood waters within the defined creek as well as water surface elevation above the top of the bank. Company will modify the effective models for Rowlett Creek and Russell Creek to determine the impact from the proposed walls on the WSEL to balance the cut and fill as much as possible by providing more conveyance at the bottom of the creek. The walls will be designed such that there are no adverse hydraulic impacts to o ther properties per the City of Plano requirements. Company will attempt to reduce the velocities when possible.

3. Company or its subcontractor, Falkofske Engineering Inspectors, will analyze the design of the retaining walls for a rapid drawdown condition and ensure acceptable factors of safety in that condition.

4. The design of the system will account for hydrostatic forces behind the walls by using a chimney drain system in the back of the will to mitigate hydrostatic forces. Rapid draw down conditions will also be checked for global stability purposes.

5. The design of the wall system will account for stabilizing the bridge piers by reinforcing the piers and abutments with the hybrid wall system. The wall approach will place

the walls far enough from the existing piers so that they are not disturbed by construction activities and prevent any further erosion around the piers and bridge abutments.

6. The design of the wall system shall account for adequate soil tiebacks within required fill zone based on the type of wall proposed. All proposed walls will be designed to tie into the existing top of bank or have slopes form the top of the bank to the top of the wall at 5:1 or less.

7. The design will provide full erosion control to account for materials being washed down creeks during rain events. The design will include the wall systems being faced with concrete bags and rebar.

8. Company will provide all record drawings of actual construction in CADD and PDF formats, along with weekly inspection reports (provided by Company or Falkfske Engineering as Company's subcontractor) to ensure walls are being built in compliance with design.

9. Company shall provide topographic surveying (by Company or Spooner & Associates as Company's subcontractor) which will horizontally and vertically locate visible surface features within the Project area as follows:

a. Main Project area cross sections and/or mapping will be collected at 25 feet intervals and at all breaks in grade producing 1' interval contours for swaths.

b. Mapping of bridges will include the full bridge structure plus a minimum of 50' of creek as measured from each face of bridge.

c. Mapping will extend 25' past the high bank of creek and include the near cart path.

d. All trees 6" or larger will be tagged in the field. Tag ID's, common name, and approximate trunk size will be noted on survey.

e. Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to deliverable. Photogrammetry, derived from orthorectified imagery, will be utilized to capture mapping and improvements as applicable.

10. Company shall provide geotechnical data (by Company or Arias as Company's subcontractor) to provide geotechnical boring data up to 30' for structural design. Borings will drill a minimum of 5' into rock embedment of creek for sheer strength.

11. Company will provide civil design (by Company or KCE Engineering as Company's subcontractor) including cover page, grading plan, erosion control plan, erosion control details, cut/fill calculations for the proposed walls, and flood study. Company or KCE Engineering will provide floodplain analysis and report preparation in accordance with the City of Plano requirements.

12. Company will provide structural designs (by Company or Falkofske Engineering as Company's subcontractor) including plan and profile, wall detail, global stability, factors of safety, and weekly field inspections.

13. Company will provide electronic PDF file of proposed construction plans (sealed engineered plans), CAD files, and PDF file of flood study report along with all necessary supporting documents.

Collectively, all documents to be provided by Company and/or its subcontractors hereunder are collectively referred to as "Design Documents."

B. Construction Services. The Company will be responsible for furnishing, coordinating, and supervising the performance of all labor, materials, supplies, tools and equipment required to build, construct, and/or install the Project in accordance with the Design Documents, this Contract, and the Contract Documents (the "Construction Work"). As a part of the Construction Work, Company shall provide a two year maintenance bond and a performance and payment bond for the Project in forms to be approved by the City. The Construction Work shall also include the obtaining, by Company, of all proper permits for the construction services, including Floodplain Development Permit from the City of Plano. Company will obtain and retain Texas Commission on Environmental Quality (TCEQ) Storm Water Pollution Prevention Plan (SWPPP) permitting during all Construction Work. Construction Work will include demolition, haul-off, and proper disposal of all failed walls. Company will follow sealed engineered plans and designs for the Construction Work. Inspections will be performed, at Company's expense, by Falkofske Engineering and Company guarantees that all Construction Work will be in accordance with the designs and sealed engineered plans for the Project. Record drawings will be maintained. Construction staking for proposed wall locations will be provided by Company. Company will provide SWP3 + Erosion Control Plan, with weekly reports to the City. Company will provide weekly inspections by Falkofske Engineering, along with an As Built Letter upon completion. Company will call-in/submit state mandated utility locates. Construction Work includes on mobilization of Company's equipment and personnel per site location. Company will be responsible for water management for duration of Project. Company will secure and monitor site access, including temporary matting, safety fencing, and proposed access plan for Construction Work. Company will be responsible for excavation, haul-off, and proper disposal of excess materials. Company will be responsible for site clean up and restoration, including haul-off and proper disposal of spoils and repair of sidewalks, sod, and irrigation system damaged during Construction Work.

2.6 The Company's Representations. The intent of the Parties to this Contract is for The City to require and for The Company to provide complete, correct, and timely execution of the Design Services and the Construction Work. To induce the City to execute this Contract and recognizing that Owner is relying thereon, the Company, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in the Contract Documents, or implied by operation of law, makes the following express representations to the City:

A. The Company is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice

architecture and general contracting by all public entities having jurisdiction over the Company or the Project;

B. The Company will maintain all necessary licenses, permits or other authorizations necessary to complete the Project until the Company's duties under this Contract have been fully satisfied;

C. The Company has the expertise, experience, and knowledge as well as the necessary facilities, equipment, personnel and financial capability to perform the Design Services and the Construction Work in accordance with the terms of this Contract;

D. Prior to the execution of this Contract, the Company has visited and inspected the Project Site and familiarized itself with the local conditions under which the Project is to be designed, constructed and operated, and the Company has performed such tests, if any, as are necessary to determine the conditions under which the Construction Work will be performed, and the Company accepts the conditions of the Project Site and has taken those conditions into account in entering into this Contract;

E. The Company assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by the Company in connection with the Project;

F. In providing Design Services, the Company shall comply with the applicable lawful requirements of all federal, state, and local authorities having lawful jurisdiction over the Project. The Company shall design the Project to meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable codes and standards; and

G. The Project will be free from defects in materials and workmanship for a period of one year from the date of acceptance by the City. The remedy for a breach of this warranty shall be the replacement or repair of defective materials or workmanship, provided, however, that if such replacement or repair is not reasonably and promptly provided, the City shall have all available legal remedies.

2.7 All Construction Work will be performed by the Company and/or its subcontractors in strict compliance with this Contract and the other Contract Documents. The Company will be responsible for furnishing and coordinating the supervision and performance of all labor, materials, supplies, tools, and equipment required to perform the Construction Work in accordance with the plans and specifications therefor and with this Contract and the Contract Documents. The Company shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, safety and procedures, and for coordinating all portions of the Construction Work, unless this Contract or the Contract Documents give other specific instructions concerning these matters. The Company shall perform the Construction Work in accordance with applicable laws, rules and regulations and in accordance with and pursuant to the applicable building code(s).

A. Access to Project Site by Owner. During performance of the Construction Work, the Company shall provide the City (including the City's Representative and other designated officers, employees, advisors or consultants) access to the Project Site to review and inspect the Construction Work and progress thereof. However, the City shall give prior notice to request access and schedule visits to the Project Site.

B. Inspections, Testing, Surveying, Studies. The Company shall be responsible for procuring all tests, surveys, studies, data, and inspections necessary for the completion of the Project and/or required by all applicable governmental or regulatory authorities having jurisdiction over the Project. The Company shall submit the results of all tests or inspections required by applicable laws, rules or regulations to the City.

(i) Independent Inspections: In addition to any required tests, surveys, studies, data, and inspections and to protect the interests of both parties, the Company and the City agree that the Company will retain the services of independent third parties identified in the Contract to perform the following services at no additional cost to Owner: (i) Topographic Surveying; (ii) Geotechnical Data gathering; (iii) Civil Design plans and calculations; and (iv) Structural Design plans, profiles, and details. The independent third parties identified in the Contract may be changed by mutual written agreement of City and the Company. The Company shall give the City timely notice of date, time, and location of the tests and inspections covered by this section and the City and/or the City's Representative may be present during said tests and inspections.

(ii) The City shall be responsible for procuring services to determine or determining itself the location of existing utilities and other conflicts below-grade. The City shall provide this information to the Company prior to mobilizing on-site for work.

C. Procurement and Review of Warranties: The Company shall procure from all Subcontractors and Suppliers and shall transmit to the City's Representative, all warranties necessary to the completion of the Contract. The Company shall review all such warranties and shall certify to the City that the warranties are in strict compliance with the requirements of the Contract.

D. Compliance with Labor Laws: The Company shall assume all labor responsibility for all its employees assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

E. Compliance with Construction Regulations: The Company shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as a consequence of any violation of this provision shall be paid by the Company, and the Company shall fully indemnify and hold the City harmless from all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations. Such

indemnity shall not apply if the violation is proximately caused by a grossly negligent or willful act or omission of the City, its officers, agents, or employees.

F. Permits, Licenses and Notices: The Company shall apply and arrange for the issuance of any and all permits, licenses, and authorizations necessary for the construction. Specifically, the Company shall procure and maintain TCEQ required SWPP. The Company shall notify the City's Representative when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City's Representative with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City's Representative before Final Completion of the Construction Work, and receipt of these documents by City before Final Completion shall be a condition precedent to final payment. The Company shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

G. Restoration and Repair: The Company shall maintain and repair any damaged sidewalks, sod, or irrigation at Project Site. In the case of repair of irrigation, a licensed irrigator shall be required for this work and shall be registered with the City of Plano. Any damage occurring to the course irrigation system must be repaired immediately and in consultation with The Courses at Watters Creek superintendent. The Company shall restore all turf areas and stabilize disturbed areas with sod, matching the adjacent, existing grass.

2.8 The Company will timely provide reports to the city including but not limited to the following:

A. Weekly SWP3 + Erosion Control plan reports

The Company shall also provide the City with any other updates or reports described in the Contract or Contract Documents. The City reserves the right to require additional, reasonable reports be made. Any additional reports will be proceeded by appropriate notice to the Company.

2.9 The Company shall be held responsible for and shall make good, without expense to the City, any and all damage, injury, or loss due to the execution of this Work. The Company shall protect all finished building surfaces from damage and shall repair any damage to buildings or the Project site cause by the Construction Work. The Company shall not be liable for special or exemplary damages except in cases of gross negligence, willful or wanton conduct, or omissions on behalf of itself, its contractors, or its subcontractors.

2.10 The Project shall consist of the removal of existing structures and their replacement with RRap Hybrid Wall Systems as more fully described and depicted in this Contract and the Contract Documents. The completed Project shall conform to the representations made and depicted in the Contract Documents.

2.11 If flood study models are required by the City of Plano, Company will submit a change order not to exceed Nine Thousand and Five Hundred Dollars ($9,500.00). The Company covenants that it will seek the best cost value available for said models should they become necessary.

Article III
Schedule of Work

3.1 The Company agrees to provide and complete the Project within thirty calendar days (30) of commencement.

3.2 Commencement of the Construction Work shall begin promptly upon receipt of the City's Notice to Proceed by the Company.

3.3 The Company shall have, and warrants, that it will have all necessary licenses, permits or other authorizations necessary to complete the Construction Work prior to commencement of Construction.

Article IV
Compensation and Method of Payment

4.1 The City agrees to pay the Company Three Hundred and Four Thousand Eight Hundred and Ninety-Four dollars ($304,894.00) for the Design Services and Construction Services provided under this Contract ("Guaranteed Maximum Price" or "GMP"), subject to any adjustments per the terms of the Contract. The GMP shall include Design Services, including preparation of the Detailed Design Plans and the performance of the Construction Work.

4.2 Payment shall be made in accordance with the State of Texas Statutes as more fully described in the RFP GENERAL TERMS & CONDITIONS.

A. Term of Payment is net thirty (30) days after the date the performance of service in accordance with the contract is completed or the date the agency receives an invoice for the services, whichever occurs later.

4.3 Payment due but unpaid bears interest from the date payment is due at the rate set forth in section 2251.025 of the Texas Government Code.

Article V
Insurance Requirements

5.1 The Company covenants that it will, during the term hereof, procure and/or maintain in full force and effect and provide proof thereof the following insurance:

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	$1,000,000 each occurrence, $2,000,000 general aggregate, $2,000,000 Umbrella/Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. Insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	$1,000,000 per occurrence $1,000,000 aggregate or; $1,00,000 combined single limits	City to be named as an additional insured
3. Workers' Compensation & Employers' Liability	Statutory Limits $1,000,000 each accident	Waiver of Subrogation
Builders Risk Policy	100% of construction total	If applicable
4. a) Professional Liability b) E&O Coverage	$1,000,000 per occurrence	If applicable

The City reserves the right to amend or require additional types of insurance depending on the nature of the work.

5.2 Company shall provide the City evidence that all contractors and 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.

5.5 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents, and employees as additional insureds as to all applicable coverage with the exception of Workers' Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

5.6 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.

Article VI
COVID Preparedness

6.1 Company shall submit, maintain, and abide by COVID-19 guidelines in accordance with the latest governmental and medical guidelines in order to protect the safety and wellbeing of all.

6.2 The Company shall require mandatory waivers for all employees, contractors, and subcontractors involved in the Project holding the City harmless with regard to any and all COVID-19 related claims for so long as deemed necessary.

Article VII
Miscellaneous

7.1 Entire Agreement. This Contract, including all exhibits and attachments hereto, constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

7.2 Assignment. Company may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Company to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

7.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

7.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

7.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

7.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.7 Independent Company. It is understood and agreed by and between the Parties that Company, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All

services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent Company, and not as an agent or employee of City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

7.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Eric Ellwanger
City Manager
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 N. Akard, 1800 Ross Tower
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Company, to:

Judith K. Hergesell
1222-F Corporate Dr.,
WestArlington, Texas 76006

7.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

7.10 Exhibits and Recitals. The exhibits attached hereto, and the Recitals are incorporated herein and made a part hereof for all purposes.

7.11 Indemnification. Company shall release, defend, indemnify and hold harmless City its council, officers, agents and employees from and against all damages, illness (including COVID-19), injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the goods or services provided by Company to the extent caused by the negligent act or omission or intentional wrongful act omission of Company, its officers, agents, employees, subcontractors, licensees, volunteers, or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless

such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City.

7.12 Audits and Records. Company agrees that during the term hereof, City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the goods or services provided pursuant to this Agreement for a period of four year following the date of completion of services as determined by City or date of termination if sooner.

7.13 Conflicts of Interests. The Company represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement. The Company, further, affirms that no person or officer will have any prohibited interest during the term of this contract as defined in City Charter Section 10.05.

7.14 Patent Infringement. The Company agrees to indemnify and hold the city harmless from any claim involving patent right infringement or copyrights on goods supplied.

7.15 City Reviews, Inspections, Approvals, and Payments are Not a Waiver: City's review, inspection, or approval of any Construction Work, Design Documents, or submittals of any kind shall be solely for the purpose of determining whether such documents are generally consistent with City's construction plan and its requirements. No review, inspection, or approval by City shall relieve the Company of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve the Company of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the contract shall not constitute a waiver of any of the City's rights under the Contract or at law, and the Company expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment.

7.16 Prohibition of Boycott Israel. Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees; and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Contract.

(Signature page to follow)

EXECUTED this _____ day of February 2021.

CITY OF ALLEN

By: _____
Eric Ellwanger, City Manager

ATTEST

_____
Shelley B. George, City Secretary

EXECUTED this ___ day of _____, 2021.

_____
Knight Erosion Control, INC.

By: _____
Signature of Authorized Officer

Name: _____
Print Name

Title: _____

EXHIBIT A

CITY OF ALLEN

PURCHASING

GENERAL INFORMATION

CITY OF ALLEN, TEXAS

PROPOSALS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

REQUEST FOR PROPOSAL

Design-Build Proposal for Erosion Control at The Courses at Watters Creek

PROPOSALS ARE DUE TO THE

PURCHASING DIVISION PRIOR TO:

November 20, 2020 @ 4:00 P.M.

NO LATE PROPOSALS WILL BE ACCEPTED

FACSIMILE OR E-MAILED PROPOSALS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES

MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION 305 CENTURY PARKWAY

ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Ellen Ataie, Contract Administrator

eataie@cityofallen.org, 214-509-4632

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SECTION I

NOTICE TO OFFERORS

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Submittals must contact a sealed technical proposal and a separate sealed cost proposal. Hard copies of proposals must be labeled with "Request for Proposal – Civil Works Design-Build Project: The Courses at Watters Creek Erosion Control". Do not use permanent binding on the pages. The documents must be able to be fed through a desktop scanner or copy machine. One (1) original hard copy of the sealed technical proposal and one (1) original hard copy of the sealed cost proposal must be submitted by November 20, 2020 at 4:00 PM to:

City of Allen
Purchasing Division, Attn: Ellen Ataie
305 Century Parkway
Allen, TX 75013

To deliver, call ahead to the Purchasing Division at 214-509-4632. The Allen City Hall is undergoing construction and access to the 2nd floor is limited with badge access

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the proposal shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled due date, the time specified for

receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to proposers."

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.7 CERTIFICATE OF INTERESTED PARTIES

Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)

The statute applies to all city contracts entered into after December 31, 2015 that have a value of $50,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Proposer

A proposal that fully conforms in all material respect to the Request for Proposal (RFP) and all its requirements, including all form and substance.

Responsible Proposer

A business entity or individual who has the capability, financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

1.11 LIQUIDATED DAMAGES

Proposers should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the proposer in their proposal. Consequently, proposers should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

Amount of Contract ($)	**Value of a Calendar Day ($)**
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be

deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

1.12 CONTRACT ADMINISTRATION

The City of Allen Engineering Department together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.13 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that their submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the proposer to provide satisfactory performance in accordance with solicitation requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible proposals is as follows:

- Have adequate financial resources, or the ability to obtain such resources;
- Be able to comply with the required or proposed schedules and requirements;
- Competitive pricing;
- Have a satisfactory record of performance for contracts of similar scope;
- Have a satisfactory record of integrity and ethics; and
- Completeness and thoroughness of submittal.

1.14 DEFINITIONS

- Proposer refers to submitter.
- Vendor refers to Successful Proposer or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a proposer.

1.15 INQUIRIES

Questions about this proposal shall be in writing and directed to Ellen Ataie at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Ellen Ataie
Contract Administrator
305 Century Parkway
Allen, Texas 75013
214-509-4632, eataie@cityofallen.org

1.16 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

RFP Due	November 20, 2020 at 4:00 PM
Invitation to Negotiate a GMP	December 9,2020 (anticipated)
Council Approval of Contract	January 12, 2021 (anticipated)
Notice to Proceed	January 15, 2020 (anticipated)

Scope of work:

The Courses at Watters Creek Golf Course ("TCWC") is in Plano, Texas just north of Chase Oaks Blvd and west of US75 (7201 Chase Oaks Blvd., Plano, TX). The golf course has Rowlett Creek, Watters Creek and Russell Creek running through the site. The goal of the RFP is to negotiate a final guaranteed maximum price ("GMP") with a design-build firm "TEAM" to construct an engineered solution to prevent/stop erosion around the golf cart bridges and course greens identified in solicitation 2020-9-133 REQUEST FOR QUALIFICATIONS CIVIL WORKS DESIGN - BUILD PROJECT: THE COURSES AT WATTERS CREEK EROSION CONTROL.

Additional site visits to the propriety for the purposes of preparing a proposal are to be coordinated with TCWC Golf Course. Contact: Brad Boroughs, Golf Superintendent, bboroughs@cityofallen.org / 214-509-3490 or cell 214-402-7940.

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Proposal evaluation criteria:

Proposals will be evaluated and scored in accordance with the following criteria:

Criteria	**Weight**
Technical proposal:	
Design and Construction Approach	40 points
Schedule	20 points
Cost Proposal:	40 points
Total Possible Points	**100 points**

The City intends to enter negotiations with the Team who submits the highest scoring, responsive proposal. If the City unable to negotiate a contract with the highest scoring Team, the City will cease negotiations and will invite the second highest scoring Team into negations.

COST PROPOSAL FORM

BASE Proposal:
Holes #2 remove existing structure west side of creek
Holes #2 install new structure west side of creek
Hole #5 install new structure South side of creek

Bid Price _____

Calendar Days _____

ALTERNATE #1 Proposal:
Holes #18 remove existing structure South side of creek
Holes #18 install new structure South side of creek
Maintenance remove exist. structure South side of creek
Maintenance install new structure South side of creek

Bid Price _____

Calendar Days _____

ALTERNATE #2 Proposal:
Holes #10 install new structure South side of creek

Bid Price _____

Calendar Days _____

ALTERNATE #3 Proposal:
Holes #12 install new structure North side of creek

Bid Price _____

Calendar Days _____

ALTERNATE #4 Proposal:
Holes #15 install new structure West side of creek

Bid Price _____

Calendar Days _____

ALTERNATE #5 Proposal:
Holes #11 install new structure South side of creek

Bid Price _____

Calendar Days _____

TECHNICAL PROPOSAL

A sealed technical proposal is to be submitted: The technical proposal must address:

(1) project approach;
(2) anticipated problems;
(3) proposed solutions to anticipated problems;
(4) ability to meet schedules;
(5) conceptual engineering design; and
(6) other information requested by the governmental entity.

Design Criteria:

The sealed engineering design shall consider the below aspects of the project:

1. Shall identify and detail the type of structural wall solution the TEAM will be designing in their RFQ submittal.*
2. Shall account for flood waters within the defined creek as well as water surface elevation above the top of bank. (Note: all areas of erosion lie within the 100-year floodplain and all walls will be inundated below 100-yr water surface elevation.)
3. Shall account for hydrostatic forces behind the wall and mitigate those forces.
4. Shall account for stabilizing the piers at the existing cart bridges if required.
5. Shall account for adequate soil tie backs within required fill zone based on type of wall proposed.
6. Shall account for a wall height per location to tie into the existing top of bank.
7. Shall account for debris that are washed down the creeks during rain events in wall design.
8. Shall provide record drawings of actual constructed solution in CADD and pdf formats.

*The Team will need to evaluate the length and height of the structure based on type of material proposed.

Construction Criteria:

The construction firm within the TEAM shall meet the following aspects of the project:

1. Shall be responsible for obtaining proper permits, which will include but not limited to a Floodplain Development Permit for construction with Plano. (Team shall verify any additional permits needed to obtain with Plano of TCEQ)
2. Shall be responsible for obtaining and maintaining TCEQ required SWPPP.
3. Shall demo and dispose of existing structure if present prior to constructing new structure (noted in proposal schedule).
4. Shall construct sealed engineered solution provided by the TEAM.
5. Shall maintain and repair any damaged irrigation at construction sites (A licensed irrigator will be required for this work registered with the City of Plano). Any damage occurring to the course irrigation system must be repaired immediately and in consultation with TCWC superintendent.
6. Shall restore all turf areas and stabilize disturbed areas with sod, matching

adjacent existing grass type.

7. Shall provide redlines to engineering member of TEAM to create record drawings.
8. Shall provide a 2-year maintenance bond for constructed solution.
9. Quality control will be the responsibility of the Team and Quality Assurance will be completed by City of Allen and their retained Materials testing firm.

REQUEST FOR QUALIFICATIONS SOLICITATION #2020-9-133
CIVIL WORKS DESIGN -BUILD PROJECT:
THE COURSES AT WATTERS CREEK EROSION CONTROL

DUE TO THE PURCHASING DIVISION PRIOR TO:
OCTOBER 23, 2020 at 2:00 PM

(TO BE OPENED IN THE OFFICE OF THE PURCHASING MANAGER)
NO FORMAL BID OPENING
NO LATE SUBMITTALS WILL BE ACCEPTED

Electronic Submission through allentx.ionwave.net highly encouraged

DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS REQUEST, PLEASE CONTACT:
Ellen Ataie, CPPB, Contract Administrator
eataie@cityofallen.org, 214-509-4632

TABLE OF CONTENTS

I. ADVERTISEMENT

The City of Allen, Texas (the "City") is accepting submittals for a design-build qualifications, pursuant to Chapter 2269 et seq. of the Texas Government Code, in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ").

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

Electronic responses submitted via our online bidding system (https://allentx.ionwave.net) are the preferred method of receiving responses for this solicitation. Hard copy submissions must be sealed and received by the City of Allen Purchasing Office. Responses shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid. Sealed responses must be received by **October 23, 2020 at 2:00 PM CST** after which time and date they will no longer be accepted. Late responses will be returned and will not be considered. There will not be a public bid opening. Sealed responses may be mailed or delivered to:

City of Allen Purchasing Division
305 Century Parkway
Allen, Texas 75013

Receipt of responses (and even final selection) does not bind the City to any contract for said services, nor does it give any guarantee that a contract for a service category will be awarded. The City reserves the right to reject all proposals, waive informalities, reject nonconforming or conditional responses, and accept the one (or select few), which, in its judgment, is in the best interest of the City of Allen.

Responses which are incomplete or qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind, are subject to disqualification by the City, at its option. The City reserves the right to waive any irregularity or informality in a response or submittal.

It is the responsibility of each Respondent to make sure responses are submitted in a timely manner. The City is not responsible for delays in mail delivery, or failure of couriers to deliver responses prior to the expiration of the deadline for submission. The City shall not be obligated to reimburse any expenses incurred by the Respondent in preparing a response that is not accepted or considered.

Each response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

Cost proposals are not included in this Request for Qualifications Package. Do not submit cost information with the submittal.

The guidelines for the RFQ may be obtained from the City of Allen website www.cityofallen.org within the Purchasing Department links. The guidelines will not be mailed.

Mandatory Pre-Proposal Teleconference & Site Visit

1) Pre-Proposal Teleconference Meeting for this solicitation is scheduled for October 16, 2020 at 9:00 AM this solicitation in order to completely understand the scope of work required. **To participate dial +1 830-476-3317 United States (Toll), Conference ID: 682 697 195#. The meeting is compatible with Microsoft Teams. An Outlook meeting invitation may be requested from eataie@cityofallen.org.**

2) Site Visit

There are two opportunities to visit the site:

October 13th (Tuesday) from 9:00 am – 10:00 am

October 16th (Friday) from 10:00 am – 11:00 am

Address: The Courses at Watters Creek, 7201 Chase Oaks Blvd., Plano, TX

Bidders must to report to the clubhouse and sign in on a roster. Golf carts can be driven to the individual locations. It is mandatory that bidders visit the site during one of the site visit dates.

Firms short-listed as a result of this Request for Qualifications who are subsequently invited to submit a technical and cost proposal during the second phase of this solicitation will have additional opportunities to visit the site for the purposes of preparing a technical and cost proposal.

Advertisements in the Allen American Newspaper: October 8th and 15th, 2020.

Estimate:
The project estimate for the base proposal is $210,000.00. The final Guaranteed Maximum Price resulting from RFP phase of this project will take into consideration the proposed cost for the offer, calendar days, and cost proposal for the alternates

Questions must be received in writing to:

Ellen Ataie, Contract Administrator, eataie@cityofallen.org
Allen City Hall, 305 Century Parkway, Allen TX 75013

II. PURPOSE OF SOLICITATION

The purpose of this Request for Qualification is to qualify professional firms for a civil works design-build project. As a result of this Request for Qualifications, qualified firms will be subsequently invited to submit a Request for Proposal for a civil works design-build project later, as described in the schedule included in this solicitation in accordance with Texas Local Government Code 2269, Subchapter H.

"Design-build firm" means a partnership, corporation, or other legal entity or team that includes an engineer and a construction contractor qualified to engage in civil works construction in Texas.

In accordance with Texas Local Government Code 2269.3356 (a), The City will contract independently for the following services for the design-build project: inspection services; construction materials engineering and testing; and verification testing services.

Additional information regarding the City's standards, fees, forms, permits, etc., for the City of Allen Engineering Department may be accessed at: https://www.cityofallen.org/896/Engineering-and-Traffic

III. PROJECT DESCRIPTION

Scope of work:

The Courses at Watters Creek Golf Course ("TCWC") is in Plano, Texas just north of Chase Oaks Blvd and west of US75 (7201 Chase Oaks Blvd., Plano, TX). The golf course has Rowlett Creek, Watters Creek and Russell Creek running through the site. The goal of the RFQ is to select a design-build firm "TEAM" to construct an engineered solution to prevent/stop erosion around the golf cart bridges and course greens identified below in Exhibit "A" within the golf course.

TEAM shall visit the site and identify the type of structural solution they would design and construct to stabilize the banks of the creek.

Site identified in the scope of work may have construction materials from previous projects located at the site. The TEAM must observe and become familiar with the existing site condition and bank erosion at each location.

The sites includes areas of erosion along the creek at Holes 1, 2, 5, 10, 12, 15, 18 and the maintenance bridge on the north side of the driving range ("Exhibit A" map). This exhibit indicates the general location of the erosion. The Team may choose to lengthen or shorten the erosion area based on the Teams Engineer's recommendation and to provide best value to the City of Allen.

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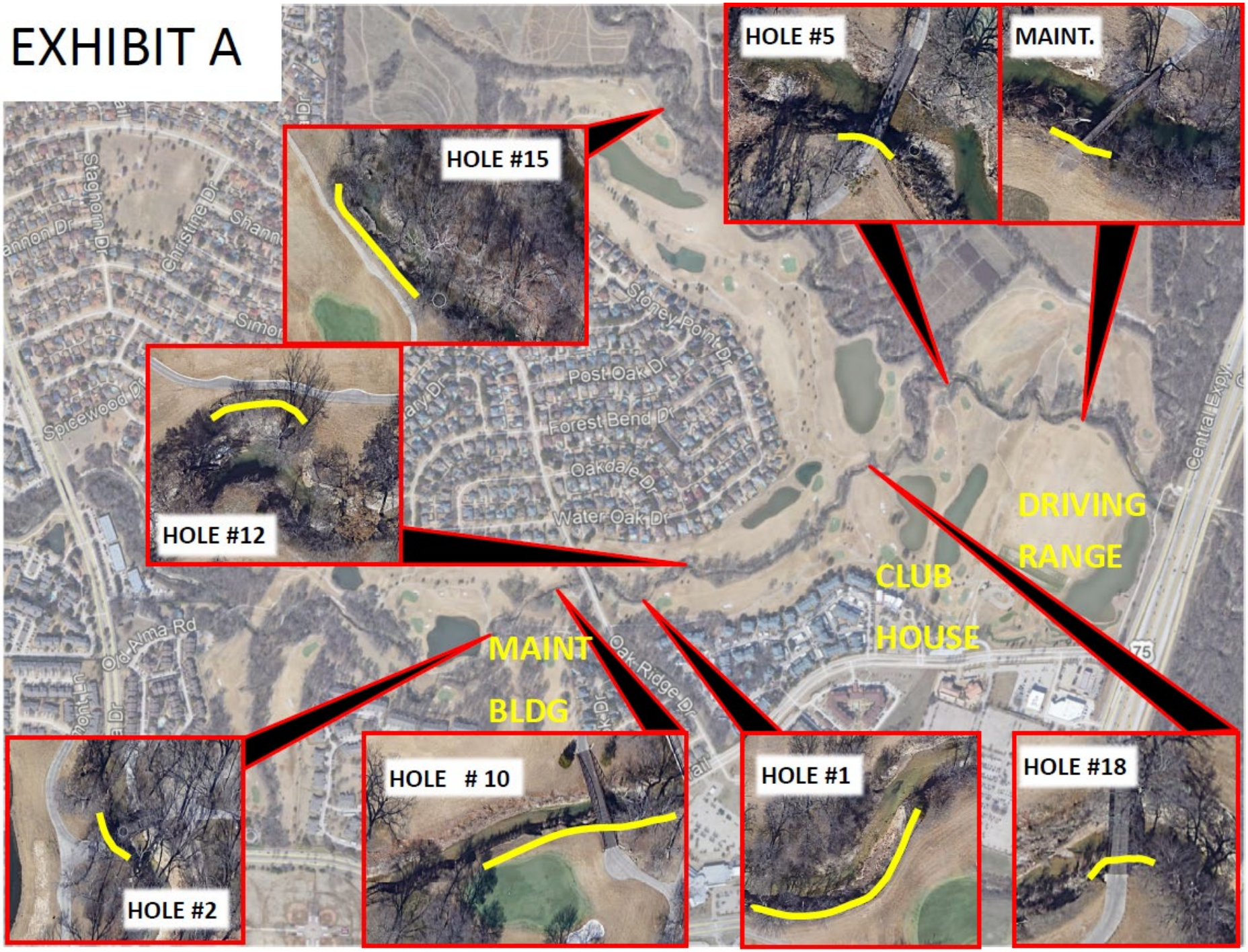
EXHIBIT A


HOLE #5
MAINT.
HOLE #15
HOLE #12
HOLE #2
HOLE # 10
HOLE #1
HOLE #18
DRIVING RANGE
CLUB HOUSE
MAINT BLDG
Staghorn Dr
Christine Dr
Spicewood Dr
Stoney Point Dr
Post Oak Dr
Forest Bend Dr
Oakdale Dr
Water Oak Dr
Old Alma Rd
Oak Ridge Dr
Central Expy
75

IV. DESIGN CRITERIA PACKAGE

Qualified firms will receive a Request for Proposal with a more detailed design criteria package and bid pricing schedule. The following is a brief description of the overall scope anticipated in the design criteria package. The site will continue to be operational and an active golf course for the duration of the project.

There is an assumed 800 lb. weight limit on each bridge, if contractor is hauling equipment and/or materials during work. There are a few other access points though for staging/hauling. The bridge is to remain open during contraction, as there it would be difficult to redirect golf cart traffic at the bridge sites and Traditions course.

The TEAM shall anticipate that the design drawings must be at least a 60% sealed level, approved by the City of Allen, before construction will be allowed to begin.

Utilities such as irrigation, NTMWD sewer lines are located on site. Locates will need to be called into 811, Texas Municipal Water District (NTMWD) and the City' of Plano's locate service (engpermits@plano.gov).

Design Criteria:

The sealed engineering design shall consider the below aspects of the project:

1. Shall identify and detail the type of structural wall solution the TEAM will be designing in their RFQ submittal.*
2. Shall account for flood waters within the defined creek as well as water surface elevation above the top of bank. (Note: all areas of erosion lie within the 100-year floodplain and all walls will be inundated below 100-yr water surface elevation.)
3. Shall account for hydrostatic forces behind the wall and mitigate those forces.
4. Shall account for stabilizing the piers at the existing cart bridges if required.
5. Shall account for adequate soil tie backs within required fill zone based on type of wall proposed.
6. Shall account for a wall height per location to tie into the existing top of bank.
7. Shall account for debris that are washed down the creeks during rain events in wall design.
8. Shall provide record drawings of actual constructed solution in CADD and pdf formats.

*The Team will need to evaluate the length and height of the structure based on type of material proposed.

Construction Criteria:

The construction firm within the TEAM shall meet the following aspects of the project:

1. Shall be responsible for obtaining proper permits, which will include but not limited to a Floodplain Development Permit for construction with Plano. (Team shall verify any additional permits needed to obtain with Plano of TCEQ)
2. Shall be responsible for obtaining and maintaining TCEQ required SWPPP.
3. Shall demo and dispose of existing structure if present prior to constructing new structure (noted in proposal schedule).
4. Shall construct sealed engineered solution provided by the TEAM.
5. Shall maintain and repair any damaged irrigation at construction sites (A licensed irrigator will be required for this work registered with the City of Plano). Any damage occurring to the course irrigation system must be repaired immediately and in consultation with TCWC superintendent.
6. Shall restore all turf areas and stabilize disturbed areas with sod, matching adjacent existing grass

type.

7. Shall provide redlines to engineering member of TEAM to create record drawings.
8. Shall provide a 2-year maintenance bond for constructed solution.
9. Quality control will be the responsibility of the Team and Quality Assurance will be completed by City of Allen and their retained Materials testing firm.

Proposal Schedule:

This City of Allen will award the base bid and/or any combination of alternates to best fit the need for the facility. The below calendar days is for evaluation of each proposal and the final calendar days will be determined with selected team based on the actual awarded items below. The final RFP will contain pricing a form which will require the firm to submit a price and calendar days for base proposal and alternates. The following demonstrates the City's anticipated priorities on completing the construction. The weighted evaluation criteria for the combination technical and cost proposal will a part of the Request for Proposal which qualified firms will receive.

BASE Proposal:

Holes #2 remove existing structure west side of creek
Holes #2 install new structure west side of creek
Hole #5 install new structure South side of creek

ALTERNATE #1 Proposal:

Holes #18 remove existing structure South side of creek
Holes #18 install new structure South side of creek
Maintenance remove exist. structure South side of creek
Maintenance install new structure South side of creek

ALTERNATE #2 Proposal:

Holes #10 install new structure South side of creek

ALTERNATE #3 Proposal:

Holes #12 install new structure North side of creek

ALTERNATE #4 Proposal:

Holes #15 install new structure West side of creek

ALTERNATE #5 Proposal:

Holes #11 install new structure South side of creek

V. SUBMITTAL FORMAT AND REQUIREMENTS

A. Format

Electronic submission through Ionwave (eBid) is highly encouraged. If submitting a hard copy, submit one (1) original and one (1) copy of the response documents in a sealed package. The original shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Semi-permanent binding can include staples but not paper clips. The copy must NOT be permanently bound and is to be fastened with rubber band or binding clip so it may easily be removed, and the document scanned by a desktop scanner. Responses must be received in accordance with section "I. Advertisement"

B. Forms

The following completed forms and documents are required for the submittal of qualifications to be considered responsive:

1) Organization chart for the proposed team
2) Five-page maximum length statement describing approach to the project and demonstrated understanding of the project requirements, complexity, and any other information the bidder determines would demonstrate technical capability.
3) Conflict of Interest Questionnaire
4) Endorsement Page
5) Qualification Statement and responses to Questionnaire
6) Evidence of Insurance (ACORD form preferred) OR other endorsement regarding insurance (The City does not have to be named as additional insured for the RFQ submittal)
7) Written response to questionnaire
8) References showing similar work experience

Proposals containing cost information will be disqualified. A technical and cost proposal will be requested from qualified firms in the second phase.

D. References and Proprietary Information

Submission of a response presumably provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective firms. Any proprietary information that a responding firm does not want disclosed to the public shall be so identified by the responding firm on each page in which it is found. Data or information so identified will be used by City of Allen solely for the purpose of evaluation and contract negotiations.

D. Inquiries

Requests for additional information and/or questions regarding this RFQ must be in writing and may be addressed to Ellen Ataie, Contract Administrator, City of Allen Purchasing Division, eataie@cityofallen.org / 214-509-4632, 305 Century Parkway, Allen, TX 75013. Questions must be submitted in writing and received on or before October 19, 2020 at 10:00 AM. The last day for addenda will be on October 20, 2020 at 10:00 AM. The RFQ including all addenda will be published in the City's eBid system https://allentx.ionwave.net. Interested firms are solely responsible for checking the website for any addenda posted.

Applicants should not contact any other staff before, during, or after the RFQ process with any inquiries about the progress of selection or status of any submittal.

VI. PROCUREMENT PROCESS

A. Owner Publishes RFQ

The request for qualifications (RFQ) is the first step in a multi-step process aimed at identifying qualified design-build firms to submit a proposal for the design-build project outlined in the criteria package in Section IV. The RFQ details the requirements for responses, deadlines, and directions. The guidelines for these requirements are in subsequent sections.

B. Selection of Qualified Design-Build Firms

The City shall receive proposals and shall evaluate each offeror's experience, technical competence, and capability to perform, the past performance of the offeror's team and members of the team, and other appropriate factors submitted by the team or firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted at this stage. The firms not selected will receive notification.

Only individual firms or formal joint ventures may respond to this RFQ. Two firms may not respond jointly unless they have formed a joint venture. (This does not preclude a Respondent from having consultants.)

The City may choose to interview firms.

C. Short Listed Firms Submit RFP

The short list of firms qualified in the RFQ will subsequently be invited to submit a proposal for the design-build project identified. The firm(s) will receive a Request for Proposal containing the following information as described in Texas Local Government code 2269.361 (a):

(1) a design criteria package;
(2) if the project site is identified, a geotechnical baseline report or other information that provides the design-build firm minimum geotechnical design parameters to submit a proposal;
(3) detailed instructions for preparing the technical proposal and the items to be included, including a description of the form and level of completeness of drawings expected; and
(4) the relative weighting of the technical and price proposals and the formula by which the proposals will be evaluated and ranked.
(b) The technical proposal is a component of the proposal under this section.
(c) Each proposal must include a sealed technical proposal and a separate sealed cost proposal.
(d) The technical proposal must address:
    (1) project approach;
    (2) anticipated problems;
    (3) proposed solutions to anticipated problems;
    (4) ability to meet schedules;
    (5) conceptual engineering design; and
    (6) other information requested by the governmental entity.

The City does not provide a stipend for to qualified firms for the purposes of submitting a proposal in response to the solicitation.

D. Evaluation of Combination Technical and Cost Proposals

After the deadline for the receipt of proposals, the City shall first open, evaluate, and score each responsive technical proposal submitted on the basis of the criteria described in the request for proposals and assign points on the basis of the weighting specified in the request for proposals. The City may reject as nonresponsive any firm that makes a significant change to the composition of its firm as initially submitted. The City shall subsequently open, evaluate,

and score the cost proposals from firms that submitted a responsive technical proposal and assign points based on the weighting specified in the request for proposals.

D. Negotiate Design-Build Service Contract

The Design-Builder, as a part of its design and its preconstruction services, will assist with developing a strategy for the best approach for the successful completion of the project including guidance and assistance in the preparation of a schedule and a reliable, preliminary cost estimate along with evaluations of any value engineering measures. The City will ask the Design-Builder to commit to a Lump Sum/ GMP price for all its design and construction services.

The City will approach the highest scoring firm to negotiate a contract for the design-build project. If the selected firm and the City of Allen cannot agree on a contract fee or scope, negotiations with that firm will be formally ended and resume with firm who submitted the second-highest scoring proposal.

The successful Respondent will enter into a Design / Build Agreement ("Agreement") with City modifications and any associated Special Conditions.

Upon execution of the Agreement, the D/B must show ability to provide the City required insurance and bonds; payment, performance, project maintenance, and right-of-way maintenance, if any.

The D/B must select engineer consultants, contractors, subcontractors or trade contractors in accordance with the terms of applicable law and the Agreement.

E. Contract Approval

At one of the bi-monthly City Council Meetings (typically occurring on every second and fourth Tuesday of each month), the City of Allen City Council will take into consideration contracts that have been negotiated and endorsed by Engineering department staff.

VII. EVALUATION CRITERIA

A. Evaluation Criteria

The criteria used to evaluate the RFQ will include, but not be limited to, the following list (items listed below are not listed in order of importance).

Firm Experience (50%)

- Firm's project history and experience with design-build civil works projects.
- Selected Texas licensed engineer and demonstrated qualifications and competence.
- Proposed project TEAM organizational chart.
- TEAM must contain a qualified engineer and construction firm with a history of at least 5 years of a similar work, with experience within golf courses and familiarity with the operations of a golf course preferred.
- TEAM experience with structural wall erosion control experience.
- TEAM shall provide the Engineering and Construction Firms experience and background information related to the scope of work, design and construction criteria.

Technical Capability (25%)

- Understanding of project scope and complexity.
- Understanding of project's potential risks and potential solutions.
- Quality assurance program.

Capability to Perform (10%)

- Financial capacity to perform the project, insurance, builder's risk policy, secure bonding.
- Bonding from a surety must be an AM Best rating of "A" or better.
- Authorized to conduct business within the State of Texas.
- Selected Engineer's license is valid (include number for verification)
- Office location proximity to the City of Allen. Qualified firms will have an office in either Collin County, Tarrant County, Dallas County, or Denton County and ability to be present on site in short notice. Firms with an office in Collin County may receive a higher score.

References (15%)

- Performance history with the City of Allen.
- Performance with references.
- Relevance of references to the project cited in this solicitation.
- References within the past 5 years.

B. Evaluation Committee

The City of Allen will appoint a selection committee to formally evaluate each response. The committee members will individually grade the responses on their merit and responsiveness. Once individual committee members have evaluated each response, they will meet collectively to finalize the short list. Responses will be evaluated based on the material and substantiating evidence presented in the responses, information collected through reference contacts, and past work experience with the firm.

C. Schedule of Events

City of Allen expects to undertake the selection process according to the following schedule:

Request for Qualifications Issued	October 8, 2020
Legal Advertisement	October 8 & 15, 2020
Site Visit Opportunity #1	October 13, 2020, 9 AM – 10 AM
Pre-Proposal Teleconference	October 16, 2020, 9:00 AM
Site Visit Opportunity #2	October 16, 2020, 10 AM – 11 AM
Deadline for Written Inquiries	October 19, 2020 by 10:00 AM
Deadline for posted addenda	October 20, 2020 by 10:00 AM
Submission of Qualifications	October 23, 2020 by 2:00 PM
Publish list of qualified firms	November 2, 2020 (anticipated)
RFP issued to qualified firms	November 5, 2020 (anticipated)
RFP for Technical & Cost Proposal Due	November 20, 2020 (anticipated)
Highest scoring firm identified	December 9, 2020 (anticipated)
Council Approval of Contract	January 12, 2021 (anticipated)
Notice to Proceed	January 15, 2020 (anticipated)

D. RFQ Selection Process

Each selected respondent that submits a SOQ will be notified of the conclusions made by the selection committee in writing. Applicants should not contact any other staff before, during, or after the RFQ process with any inquiries about the progress of selection or status of any submittal.

The City will identify a list of qualified firms(s) which will be then invited to submit a combination technical and cost proposal response for the design-build project.

VIII. GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and 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 vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service…"

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statues. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request, and must pick up the product after the evaluation. Failure to provide an evaluation product within the three day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg/Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendors bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rages, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system https://allentx.ionwave.net/Login.aspx. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all

claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit

2.47 Prevailing Wage Rates - The contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the project. The contractor shall comply with the Davis Bacon Act. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the owner to insure compliance with this provision. Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statues, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars ($10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 The Davis-Bacon Act, 40 U.S.C. §§ 276-A276A-7, provides that locally prevailing wages and fringe benefits must be paid to laborers and the mechanics employed on Federally Funded contracts exceeding $2,000 that may involve construction, alteration, maintenance or repair. The new interim rule clarifies that all Programs or Activities funded by ARRA and meeting the Davis-Bacon criteria will be subject to the requirements under Davis-Bacon. The awarding agency must include the following provision in issuing grant announcements or requesting applications.

2.48.1 “Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subs=chapter IV of Chapter 31 of Title 40, United States Code.

2.48.2 Pursuant to reorganization Plan No. 14 and the Copeland Act. 40 U.S.C. 3145, The Department of Labor has issued regulation at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-bacon contract clauses found in 29 C.F.R. 5.5(A) are incorporated in any resultant covered contracts that are in excess of $2,000 for construction, alteration or repair (including painting and decorating)”

2.49 Buy American Act See http://www.whitehouse.gov/ or Buy American Certification for revisions, amendments and more information; Sec 1605. The Contractor shall comply with the Buy American Act. All materials installed shall be in accordance with the Buy American Act. Use of American iron, steel, and manufactured goods. None of the funds appropriated or otherwise made available by this act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(A) Subsection (A) shall not apply in any case or category of cases in which the head of the Federal Department or agency involved finds that:

a. Applying Subsection (A) would be inconsistent with the public interest;

b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or

c. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(B) If the head of a Federal Department or agency determines that it is necessary to waive the application of subsection (A) based on a finding under subsection (B), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(C) This section shall be applied in a manner consistent with United States Obligations under International Agreements.

2.50 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.51 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.52 Bidders must be capable of providing criminal background checks on all employees performing services in facilities or on properties that are open to the public.

2.53 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;

- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City.

2.54 Prohibition of Boycott Israel. Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2.55 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's http://www.cityofallen.org/933/Storm-Water-Management

2.56 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

_____YES _____NO

IX. GENERAL TERMS & CONDITIONS

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

_____
(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

_____
(Typed or Printed Name)

_____
(Title) (Date)

Remittance
Address: _____

_____

Phone #: (____) _____

Fax #: (___) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS: 1)_____date acknowledged

2) _____date acknowledged

3) _____date acknowledged

Date a site visit was conducted and name of individual who attended: _____

X. QUALIFICATION STATEMENT AND QUESTIONNAIRE

Use additional sheets as necessary to respond to the questionnaire.

Solicitation Number: _____

Full Legal Name of Company: _____

The company is a (choose one):

A. _____ **Sole Proprietorship**: List the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

_____

B. _____ **General Partnership**: List the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

_____

C. _____ **Limited Partnership**: List the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

_____

D. _____ **Corporation**: List the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

_____

E. _____ **Other:** List the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

_____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Is the company registered with the Texas Secretary of State? _____

Is the company a publicly traded business? ___ Yes ____ No If yes, where? _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____ Contact and Phone: _____

Is the company a minority, or woman owned business enterprise?

____No ____Yes if yes, specify: ___MBE____WBE ____ Other

Has the company been certified as a minority/woman owned business by any governmental agency? ____No ____Yes

If yes, specify the governmental agency & date of certification:

_____

Number of Years in Business as a Contractor on Above Types of Work: _____

Has your organization ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? _____

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? _____

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

_____

State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the City.

_____

Provide a financial rating of your company and any documentation (e.g. a Dunn & Bradstreet analysis), which indicates the financial stability of the company.

_____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

_____

Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for design / build, construction management and / or construction services. Describe how such suit or claims were resolved.

_____

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

_____

Provide details regarding any special services, management characteristics or other benefits / advantages offered for the City in selecting your company.

_____

Describe your firm’s past performance on other contracts for the City of Allen or other cities (e.g. cost control, cost savings, schedule control) and your firm’s demonstrated technical competence and management qualifications with D/B projects, particularly those that are similar to the proposed project type.

_____

Describe your company's quality assurance program, what are your company's requirements, and how are they measured? Describe the way your team maintains quality control during the pre-construction and construction phases.

Bank References (List Institution, Address, Contact Person, and Phone):

_____

_____

Minimum Qualifications and Required Documents with Bid Submittal:

Firms must meet the following criteria. Firms that do not meet these criteria are automatically disqualified.

1. Firm's "Designer(s) of Record" MUST have a current Texas Architectural and Engineering license(s) as appropriate for their portion of the design work.

2. Minimum of 5-years' experience doing related work and have references for design-build projects for work of a similar nature.

3. Firm's "Builder" MUST have a current Texas Contractor's license

4. Lead Design-Build firm MUST have bonding capacity to provide a Labor and Material Payment and Performance bonds with coverage each equal to the total cost of the project.

5. Lead Design-Build firm MUST be able to get a Builder's Risk Insurance Policy for this project with coverage equal to the total cost of the final negotiated contract Guaranteed Maximum Price.

6. Lead Design-Build firm MUST agree to keep and maintain insurance for the duration of this Agreement (requirements identified in Exhibit XII)

PROJECT REFERENCES

Provide a minimum of three and a maximum of five projects with photos for which your firm has provided / is providing design/build services which are most related to this project. In determining which projects are most related to this solicitation. List the projects in priority order, with the most related projects listed first.

Include projects involving a golf course or similar recreational space.

For each of the listed projects, provide the following information: construction cost (original Budget, guaranteed maximum price ("GMP") and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at risk with GMP, CM-agency, design / build, general contractor-low bid, general contractor through sealed submittals), owner's contact person and telephone number, and the name and telephone number of the project engineer of record.

(use additional sheets as necessary)

Project: _____

Product Description: _____

Owner/Agency: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Contract Price: _____ Month/Year Completed: _____

Project: _____

Product Description: _____

Owner/Agency: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Contract Price: _____ Month/Year Completed: _____

Project: _____

Product Description: _____

Owner/Agency: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Contract Price: _____ Month/Year Completed: _____

Project: _____

Product Description: _____

Owner/Agency: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Contract Price: _____ Month/Year Completed: _____

Project: _____

Product Description: _____

Owner/Agency: _____

Contact Person: _____

Phone: _____ E-Mail: _____

Contract Price: _____ Month/Year Completed: _____

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.

OFFICE USE ONLY

Date Received

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

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.**

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

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.

XII. INSURANCE REQUIREMENT

CITY OF ALLEN

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

(a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's 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 coverage's as required herein or that the subcontractors are included under the contractor's policy.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d)

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of $0-$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	$500,000 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 A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits $1,000,000 each accident	Waiver of subrogation

4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of $100,000-$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	$1,000,000 each occurrence $2,000,000 general aggregate $2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	• $1,000,000 per occurrence • $1,000,000 aggregate or; • $1,000,000 combined single limits	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits $1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of $1,000,000-$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	$2,000,000 each occurrence, $4,000,000 general aggregate; $4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	• $1,000,000 per occurrence • $2,000,000 aggregate or; • $2,000,000 combined single limits	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits $1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over $8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City, and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number:_____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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.

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CITY OF ALLEN
PURCHASING

BID AWARD RECOMMENDATION

DATE: 1-21-21

TO DEBRA MORRIS
DEPT PURCHASING
BID CLOSED 10/23/2020
RESPONSIVE BIDS # 1
COUNCIL APPROVAL DATE

FROM JEFF HOLT
BID TYPE BID NO
VENDORS INVITED # 1357
NON-RESPONSIVE 0

PROJECT CIVIL WORKS DESIGN -BUILD PROJECT: THE COURSES AT WATTERS CREEK EROSION CONTROL

Award Recommendation	Product/Services	Amount
1. Primary KEC Retaining Walls and Construction	Hole #2 to Hole #5	$ 304,894
2. Secondary (If Applicable)		
Multiple Award		$

TOTAL RECOMMENDED BID AWARD: 304,894

☐ **STRAIGHT LOW BID** – Recommended low bidder meeting specifications, terms & conditions with no exceptions.

☐ **LOWEST RESPONSIBLE BIDDER** – Bid determined to be the most advantageous to the City.
Cost associated with award to best value vs. low bid

☐ BID TAB ATTACHED

☐ EXECUTE CONTRACT ☐ ANNUAL CONTRACT TERM ☐ PURCHASE ORDER

☐ COOPERATIVE AGREEMENT CONTRACT # TERM
☐ COOPERATIVE CONTRACT VERIFICATION BY DATE

AWARD JUSTIFICATION / BACKGROUND FOR COUNCIL AGENDA:

APPROVALS:

DEPARTMENT HEAD SIGNATURE — DATE 1/22/2021

Debra Morris — PURCHASING MANAGER SIGNATURE — DATE 1/23/21

☑ *Concur* ☐ *Do Not Concur*

Following all required approvals, the department may enter a requisition for PO processing. Purchasing will issue a Notice to Proceed to the awarded vendor

EXHIBIT B

COST PROPOSAL

Request for Proposal-Civil Works Design-Build Project: The Courses at Watters Creek Erosion Control

KEC RETAINING WALLS AND CONSTRUCTION
P.O. Box 202541
Arlington, TX, 76006
Office: 817/640-4442
www.knighterosioncontrol.com

Date: 12/23/2020

Proposal No. REVISED

Proposal Submitted To:	Work Performed At:
City of Allen Purchasing Division, Attn: Ellen Ataie 305 Century Parkway Allen, TX, 75013 214/509-4632 eataie@cityofallen.org	Site Location: The Courses at Watters Creek Golf Course 7201 Chase Oaks Blvd., Plano, TX 75025

KEC Retaining Walls & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quotation was prepared in accordance with the information is based on site visit with field measurements on November 11TH, 2020, as well as our General Terms and Conditions (attached).

*REVISED COST PROPOSAL IS BASED ON BASED ON DECEMBER 17TH, 2020 LETTER FROM THE CITY OF ALLEN.

COST PROPOSAL FORM

BASE Proposal: (REVISED)
Holes #2 remove existing structure west side of creek
Holes #2 install new structure west side of creek
Hole #5 install new structure South side of creek

Bid Price $ 304,894.00
Calendar Days 30

ALTERNATE #3 Proposal: (REVISED)
Holes #12 install new structure North side of creek

Bid Price $ 220,389.00
Calendar Days 25

KEC to Provide:

1. Pricing Includes cost for 2-year maintenance Bond, Payment & Performance Bond.
2. KEC will obtain all proper permits for construction, including Floodplain Development Permit from the City of Plano. This does not include providing the City of Plano with Flood Models. See Exclusions for detail.
3. KEC will obtain and retain TCEQ required SWPPP during all construction.
4. KEC will demo and haul off failed walls, per sites contracted.

TECHNICAL PROPOSAL

Request for Proposal-Civil Works Design-Build Project: The Courses at Watters Creek Erosion Control

KEC RETAINING WALLS AND CONSTRUCTION
P.O. Box 202541
Arlington, TX, 76006
Office: 817/640-4442
www.knighterosioncontrol.com

Date: 11/20/2020

Proposal No. 1

Proposal Submitted To:	Work Performed At:
City of Allen Purchasing Division, Attn: Ellen Ataie 305 Century Parkway Allen, TX, 75013 214/509-4632 eataie@cityofallen.org	**Site Location**: The Courses at Watters Creek Golf Course 7201 Chase Oaks Blvd., Plano, TX 75025

KEC Retaining Walls & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quotation was prepared in accordance with the information is based on site visit with field measurements on November 11TH, 2020, as well as our General Terms and Conditions (attached).

Our Design Team.

Eric Spooner, RPLS- *Spooner & Associates*
Partheeban Selvarajah, PE- *Arias Geoprofessionals*
Kammy Erbatur, PE, M.Eng., CFM- *KCE Engineering, LLC*
Jorge Jimenez, M.C.E., PE- *Falkofske Engineering*
Aaron Berkes, M.C.E., PE- *Falkofske Engineering*

TECHNICAL PROPOSAL

KEC & our Design Team visited The Courses at Watters Creek Golf Course on November 11th and inspected each site over (3) hours. Each location was evaluated on access, proximity to the golfers, water depth and flow, erosion conditions, existing walls, trees, slopes, and creek base. We determined that the best solution to repair each of the locations was to use a RRap Hybrid Wall System (see attachment for details).

TYPE OF PROPOSED WALL SYSTEM

- The RRap Hybrid Wall System is a gravity type retaining wall. It consists of a facing with concrete bags and a backing of mortared rip rap. The wall system will also have a drainage system with weep pipes to drain the backfill soils. The advantage of using this type of system over an MSE type system is that it will reduce the amount of excavation necessary to install the retaining walls. This is very important on this project due to the proximity to greens, bridge abutments, and tee boxes. In addition, shear mass of gravity systems will be more capable of taking impacts from debris floating down the creeks without causing structural damage to the walls.

- System shall account for flood waters within the defined creek as well as water surface elevation above the top of the bank.

    - KCE will modify the effective models for Rowlett Creek and Russell Creek to determine the impact from the proposed walls on the WSEL. The plan is to balance the cut and fill as much as possible by providing more conveyance at the bottom of the creek. The walls will be designed such that there are no adverse hydraulic impacts to other properties per the City of Plano requirements. KCE will also attempt to reduce the velocities when possible.
    - Falkofske Engineering Inspectors (FEI) will analyze the retaining walls for a rapid drawdown condition and ensure acceptable factors of safety in that condition.

- The proposed system will account for hydrostatic forces behind the walls by using a chimney drain system in the back of the wall to mitigate hydrostatic forces. Rapid draw down conditions will also be checked for Global stability purposes.

- The proposed wall system shall account for stabilizing the bridge piers by reinforcing the piers and abutments with the Hybrid Wall System. The wall approach is to place the walls far enough from the existing piers so that they are not disturbed by construction activities. This will prevent any further erosion around the piers and bridge abutments.

- Proposed wall system shall account for adequate soil tiebacks within required fill zone based on type of wall proposed.

    - As noted, we are proposing to design a Hybrid gravity type wall. Due to this type a wall construction tiebacks or geogrid will <u>not be</u> necessary. The geogrids would be required to stabilize an MSE type retaining wall system.

- All proposed walls will be designed to tie into the existing top of bank or to have slopes from the top of bank to the top of wall at 5:1 or less.

- In our designs we will provide a full erosion control plan to account for materials being washed down creeks during rain events.

    - The proposed wall systems will be faced with concrete bags with rebar, essentially making a reinforced concrete facing. This type of facing should be able to withstand impacts from normal debris coming down the creek and will not collect debris along the face of the walls.

- Our design team will provide all record drawings of actual construction in CADD and PDF formats, along with weekly inspection reports.
    - Weekly inspection reports will be provided by Falkofske Engineering to ensure that the walls are being built per design.

BASE Proposal:

Holes #2 install new structure west side of creek- Approx. 32LF x 15' tall RRap Hybrid Wall.
*Demo approx. 400SF of existing wall system

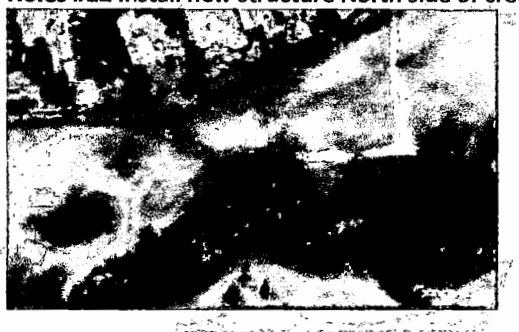
Hole #5 install new structure South side of creek- Approx. 50LF x 21' tall RRap Hybrid Wall.
*Demo approx. 1,050SF of existing wall system

ALTERNATE #1 Proposal:
Holes #18 install new structure South side of creek- Approx. 40LF x 21' tall RRap Hybrid Wall.
*Demo approx. 900SF of existing wall system

Maintenance Bridge install new structure South side of creek- Approx. 40LF x 22' tall RRap Hybrid Wall.
*Demo approx. 340SF of existing wall system.

ALTERNATE #2 Proposal:
Holes #10 install new structure South side of creek- Approx. 170LF x 12-15' tall RRap Hybrid Wall.

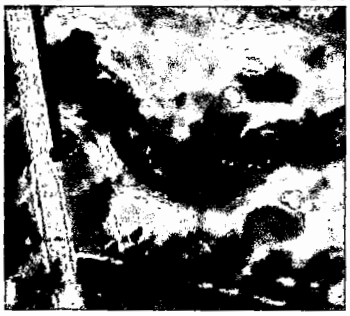
ALTERNATE #3 Proposal:
Holes #12 install new structure North side of creek- Approx. 110LF x 9-15' tall RRap Hybrid Wall.



ALTERNATE #4 Proposal:
Holes #15 install new structure West side of creek- Approx. 275LF x 18-20' tall RRap Hybrid Wall.
*Demo approx. 500SF of existing wall system

ALTERNATE #5 Proposal:

Holes #1 install new structure South side of creek- Approx 150LF x 15' tall RRap Hybrid Wall.



Proposed Access Plan

Design Team to Provide:

1. Topographic Surveying (*Spooner & Associates*)
    a. Survey will horizontally and vertically locate visible surface features within the project area.
        i. Main project area cross sections and/or mapping will be collected generally at 25' intervals and at all breaks in grade producing 1' interval contours for swaths.
        ii. Mapping of bridges will include the full bridge structure plus a minimum of 50' of creek as measured from each face of bridge.
        iii. Mapping will extend 25' past the high bank of creek and include the near cart path
        iv. All trees 6" or larger will be tagged in the field. Tag ID's, common name and approximate trunk size will be noted on survey.
        v. Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
2. Geotechnical Data (*Arias*)
    a. Arias will provide geotechnical boring data up to 30' for structural design.
        i. Borings will drill a minimum of 5' into rock embedment of creek for sheer strength
3. Civil Design (*KCE Engineering*)
    a. Cover Page
    b. Grading Plan
    c. Erosion Control Plan
    d. Erosion Control Details
    e. Cut/Fill Calculations for the proposed walls
    f. Flood Study
        i. KCE will provide Floodplain Analysis and Report Preparation in accordance with the City of Plano
4. Structural Designs (*Falkofske Engineering*)
    a. Plan and Profile
    b. Wall Detail
    c. Global Stability
    d. Factors of Safety
    e. Weekly Field Inspections

Specific Exclusions:

1. Technical Proposal does not include cost of construction. Separate proposal provided for cost of Base Bid and each alternate.

General Terms and Conditions:

1. KEC will provide electronic PDF file of proposed construction plans, CAD files, and PDF file of flood study report along with all necessary supporting documents.
2. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
3. **Payment- TBD**
4. **Warranty**- KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KEC RETAINING WALLS AND CONSTRUCTION.**

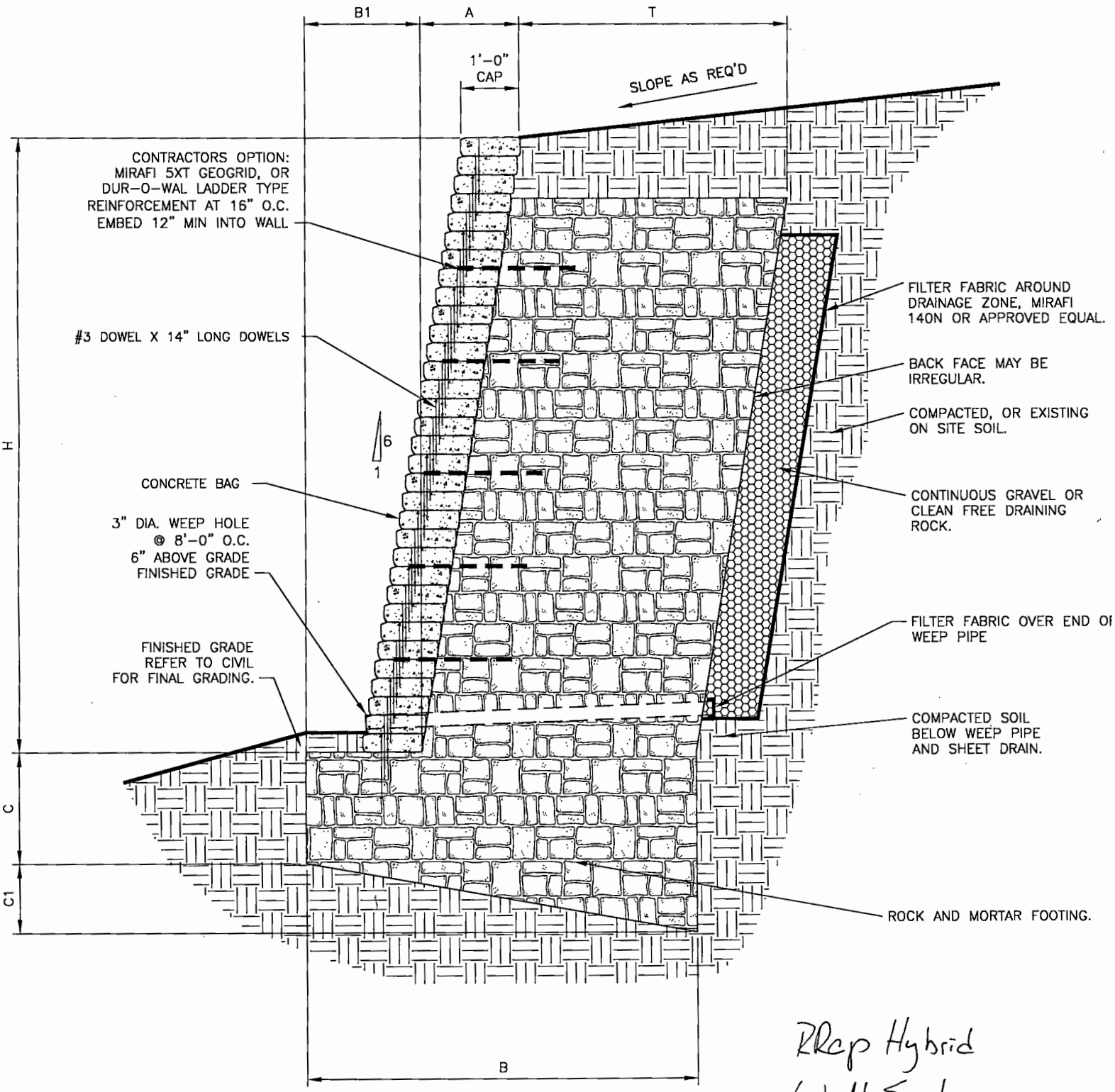
Respectfully submitted by **KEC RETAINING WALLS AND CONSTRUCTION**

Per *Russell Hergesell*

Russell Hergesell- *Vice President of Sales*

Respectfully submitted by **KEC RETAINING WALLS AND CONSTRUCTION**

Falkofske Engineering, Inc.
722 North Fielder Road, Arlington, Texas 76012
Structural Engineering Consultations
(817) 261-8300



RRap Hybrid Wall System

KNIGHT EROSION CONTROL	TYPICAL CROSS SECTION WITH BAG RAP FACING	Job no. ###.##	SHEET
		Date: ##-##-##	
TM# 120543	Page 75 of 77	By: JAJ	CS1

COST PROPOSAL

Request for Proposal-Civil Works Design-Build Project: The Courses at Watters Creek Erosion Control

KEC RETAINING WALLS AND CONSTRUCTION
P.O. Box 202541
Arlington, TX, 76006
Office: 817/640-4442
www.knighterosioncontrol.com

Date: 12/23/2020

Proposal No. **REVISED**

Proposal Submitted To:	Work Performed At:
City of Allen Purchasing Division, Attn: Ellen Ataie 305 Century Parkway Allen, TX, 75013 214/509-4632 eataie@cityofallen.org	**Site Location**: The Courses at Watters Creek Golf Course 7201 Chase Oaks Blvd., Plano, TX 75025

KEC Retaining Walls & Construction, Inc. appreciates the opportunity to work with you and to provide a quotation for the following scope of work, complete and in place, for your consideration. This quotation was prepared in accordance with the information is based on site visit with field measurements on November 11TH, 2020, as well as our General Terms and Conditions (attached).

*REVISED COST PROPOSAL IS BASED ON BASED ON DECEMBER 17TH, 2020 LETTER FROM THE CITY OF ALLEN.

COST PROPOSAL FORM

BASE Proposal: (REVISED)
Holes #2 remove existing structure west side of creek
Holes #2 install new structure west side of creek
Hole #5 install new structure South side of creek
Bid Price _$ 304,894.00___
Calendar Days___30 _____

ALTERNATE #3 Proposal: (REVISED)
Holes #12 install new structure North side of creek
Bid Price___$ 220,389.00__
Calendar Days__25_____

KEC to Provide:

1. Pricing **Includes** cost for **2-year maintenance Bond, Payment & Performance Bond**.
2. KEC will obtain all proper permits for construction, including Floodplain Development Permit from the City of Plano. This does not include providing the City of Plano with Flood Models. See Exclusions for detail.
3. KEC will obtain and retain TCEQ required SWPPP during all construction.
4. KEC will demo and haul off failed walls, per sites contracted.

5. KEC will follow sealed engineered designs provided by our Design Team. Inspections by Falkofske Engineering will guarantee that all construction is per the plans designed for The City of Allen.
6. Redline drawings will be provided by a member of the Design Team for record drawings.
7. Construction Staking for proposed wall locations.
8. SWP3 + Erosion Control Plan, with weekly reports to the City of Allen.
9. Weekly Inspections by Falkofske Engineering, along with As Built Letter upon completion
10. Locate Utilities (Does not include a SUE LEVEL B). KEC will call-in/submit state mandated utility locates.
11. KEC has included one (1) **Mobilization** of our equipment, equipment and personnel as required to perform our scope of work as outline above, per site location.
12. Water management for duration of project.
13. Site Access-
    a. Include temporary matting
    b. Safety fencing
    c. Proposed Access Plan (Kmz file) for Construction
14. Excavation & Haul off excess materials.
15. Site Cleanup/Restoration
    a. Haul off spoils
    b. Repair damaged sidewalk, sod, irrigation system damaged during construction.

Specific Exclusions:

1. Location of existing utilities and other conflicts below-grade shall be performed by others and provided to KEC for coordination prior to mobilizing on-site for the work.
2. Flood Study Models have been removed from the Cost Proposal per the City of Allen's request. If required by the City of Plano, KEC will submit a Change Order not to exceed $ 9,500.00 to the City of Allen.

General Terms and Conditions:

1. This proposal is based on 20 working days per month.
2. Our safety practices meet OSHA regulations recommended safety procedures.
3. This proposal is contingent upon the understanding that there are no conflicts with any underground or overhead lines, wires, pipes, structures, or easements with the work as proposed. All locating of utilities and/or conflicts shall be by others.
4. **Payment**- **TBD**
5. **Warranty**- KEC will warrant that the referenced work will be free from defects in materials and workmanship for a period of one year from the date of final billing. KEC's sole remedy for a breach of the warranty will be replacement or repair of defective materials or workmanship and in no event will KEC be liable for any consequential or special damages.
6. All material is guaranteed to be as specified and the above work to be performed in accordance with any drawings and/or specifications submitted for above work and completed in a workmanlike manner for the amount listed above

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Workers' Compensation and Public Liability Insurance on above work will be supplied by **KEC RETAINING WALLS AND CONSTRUCTION.**

Respectfully submitted by **KEC RETAINING WALLS AND CONSTRUCTION**

Per *Russell Hergesell*

Russell Hergesell- *Vice President of Sales*

Respectfully submitted by **KEC RETAINING WALLS AND CONSTRUCTION**