



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**REQUEST FOR PROPOSAL
2019-2-30
GOLF COURSE INFRASTRUCTURE REPAIRS – PHASE I**

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

APRIL 3, 2019 @ 2:00 P.M.

ELECTRONIC RESPONSES ARE RECOMMENDED
NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS 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, Senior Buyer, 214-509-4632

COVER SHEET

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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

All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

**REQUEST FOR PROPOSAL
2019-2-30
GOLF COURSE INFRASTRUCTURE REPAIRS – PHASE I**

Sealed offers are to be submitted to:
City of Allen
Purchasing Department
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE / EMAIL PROPOSALS WILL NOT BE ACCEPTED**

Proposals are due by: April 3, 2019 @ 2:00 P.M. Central Time

There will not be a public opening for this solicitation, as this is a request for proposal.
A list of submitting vendors will be available after the due date.

1.3 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for **Friday, March 22, 2019 at 10:00 AM**. The Meeting will be held at The Courses at Watters Creek, 7201 Chase Oaks Blvd. Plano, TX 75025. Please show up at 10:00 AM and meet in The Grill area.

1.4 NUMBER OF COPIES

Proposer shall submit one original set of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **“Original”**.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid 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 bid opening, the time specified for receipt of bids 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 bidders."

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.

1.8 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to insure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be **on Tuesday, March 26, 2019 at 2:00 PM. The last day for addenda will be on Friday, March 29 at 2:00 PM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

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 anytime 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 Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/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.

LIQUIDATED DAMAGES

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders 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.

1.11 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreations 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.

1.12 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he 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 bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Bidders Qualification Statement
- Bid Form (Pricing stated in both script and figures).
- Bid Endorsement Page

1.13 DEFINITIONS

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

1.14 INQUIRIES

Questions about this bid shall be in writing and directed to Debra Morris 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
Senior Buyer
305 Century Parkway
Allen, Texas 75013
214-509-4632
eataie@cityofallen.org

1.15 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	March 14, 2019 March 21, 2019
Issue Request for Proposal	March 14, 2019
Pre-proposal Conference	March 22, 2019 10:00 AM
Proposal Submittal Due Date	April 3, 2019 2:00 PM
Council Approval	<u>April 23, 2019</u>

SECTION II

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 statutes. 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.

2.33 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 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 Statutes, 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.

2.50 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 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;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

2.53 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.

2.54 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>

2.55 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**

SECTION III SPECIFICATIONS AND REQUIREMENTS

The City of Allen is soliciting proposals for Golf Course Infrastructure Repairs to be completed at The Courses at Watters Creek (7201 Chase Oaks Blvd. Plano, TX 75025). This proposal contains two projects to be performed. Bidders may submit proposals for both projects or just one project. The City reserves the right to award contracts by project.

The Courses at Watters Creek is a public course and will be open for business during the project. The sites are active courses with players using the course during normal business hours. Potential hazards may exist such as flying golf balls and golf carts driving on site. The contractor will coordinate with the Superintendent or General Manager for any required alternate routes, bridge, or walkway closures during the project.

Project 1: Bag Wall Construction/Erosion Control

The Courses at Watters creek contains four (4) sites along the course which require bag wall construction and erosion control.

- Refer to plan set documents: Sheet S1.0, Sheet S2.0, Sheet S3.0, Sheet S4.0
- Photo images of each location are listed in the following pages.
- Submit details estimate with the proposal which details the work performed, offer price for each of the four (4) sites appearing in the plans, with a total cost for completing the project, and number of days to complete the project from the receipt of the Notice to Proceed.
- Supply all materials, equipment, supervision and labor to complete the project.
- Cost of payment, performance, and maintenance bonds are to be included in the cost of the proposal and are required.
- Detail the brand or standard of materials used to complete the project.
- Work must be performed continuously on each site. Multiple sites may be worked on simultaneously.
- Time is of the essence and the City intends to issue a Notice to Proceed quickly following a contract award.
- A qualified contractor will have a history of work of a similar nature, performed on golf courses and be familiar with the operations of a golf course.

Traditions Course Hole #2, Plan Sheet S1 Site



Traditions Course Hole #18, Plan Sheet S2 Site



Players Course Hole #5, Plan Sheet S3 Site



Players Maintenance Bridge, Plan Sheet S4 Site (3 photos)





SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

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.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

EVALUATION PROCESS AND SELECTION CRITERIA

The objective of this evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Allen. The City of Allen's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposer's proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations/interviews with proposers at no cost to the city.

There are 100 possible points for this proposal evaluation, as follows:

PRICE	30 points
BIDDER QUALIFICATIONS AND EXPERIENCES	25 points
REFERENCES	20 points
PROPOSAL CONTENT	25 points



CITY OF ALLEN ADDENDUM 1 REQUEST FOR PROPOSAL 2019-2-30

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

PROPOSAL DEADLINE HAS CHANGED, PROPOSALS DUE APRIL 10, 2019 AT 2:00 PM

1. Question: What is the load capacity for each of the bridges? For purposes of moving equipment and materials across the bridges.

Answer: The recommended limit is 1850 lbs. If the contractor is unable to use the bridge or trails due to load restrictions, the Golf Course Superintendent and Supervisor will work with the contractor to find acceptable alternate solutions. Damage to the bridges can cause general operations of the golf course to cease, so caution must be exercised.

2. Question: What is the load capacity of the paved cart trails?

Answer: The recommended limit is 1850 lbs.

3. Question: What is the specification of the bag wall material?

Answer: Refer to attached EXi Data

4. Question: Where will materials staging take place?

Answer: For Hole #2 Traditions area, the staging area will be in the gravel lot next to the bridge at 7201 Oak Ridge Drive. All other locations will have staging, mobilization, and access from the far east end of the Club House parking lot.

5. Question: Was a geotechnical study done?

Answer: No, these type of walls are not designed relative to any particular soil type. They are gravity type walls, meaning their performance is relative to their mass, weight.

6. Question: What type of fill material is needed for #5 on Players? Please provide a specification.

Answer: The fill material will be a lot P.I. fill, preferable a sandy clay or clayey sand with a P.I. of 4 to 12. Noted in the drawings.

7. Question: How deep is the pier on site 3?

Answer: This is unknown

8. Question: Can water jetting be used for compaction?

Answer: No, water jetting cannot be used for back-fill compaction.

9. Question: At site #3 there is a cable fence, will that have to be re-positioned as part of the scope of work?

Answer: If it is, it will be done by the Clubhouse.

10. Question: On the Maintenance Bridge site, what route can be used to move materials?

Answer: From the parking lot, loop around on the west side of the driving range.

11. Question: Will an alternate be added to mix the concrete pad on the south side of the Maintenance Bridge?

Answer: No, an alternate will not be in this contract to fix the concrete pad at the south end of the Maintenance Bridge.

12. Question: Can a bidder come back to view the sites later?

Answer: Yes. Please call the Pro Shop in advance so they can ensure enough golf carts are available for when you arrive and need to use a cart to go view the sites. Continue to forward questions to eataie@cityofallen.org

13. Question: Is stone masonry an acceptable alternate from the bag wall and can that be an alternate bid?

Answer: No

Additional Documents:

- Pump Configuration Historical Document
- Additional site photos
- Revised Plan Set
- Spec for bag wall
- Pre-Proposal Sign-In Sheet and Agenda

NOTE: Proposal content should include all documentation and information necessary to complete the work. Proposals must contain statement regarding the details of what work will be performed, in addition to any required forms or pricing.

SCOPE OF WORK CHANGES:

All Bridges on both the Traditions Course and the Players Course must remain open and safely drivable during the project. The maintenance bridge (S4) is permitted to be closed, if necessary, during construction. The closure is to be coordinated with the Golf Superintendent or Supervisor.

The contractor always must maintain the operational integrity of the irrigation infrastructure at each bridge site.

The contractor will notify the Golf Superintendent or Supervisor immediately if potential damage may occur to any of the existing infrastructure on the site before proceeding with work. The contractor must carefully observe the site and its conditions prior to any work being performed each day, as conditions of the site may change due to inclement weather or other natural occurrences.

REVISED SCHEDULE:

PROPOSALS DUE APRIL 10, 2019 AT 2:00 PM, LAST DAY FOR ADDENDA REVISED TO APRIL 5TH AT 2:00 PM

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL

Signature of Officer

Date

Staging area for Hole #2 Traditions



Additional photo of maintenance bridge

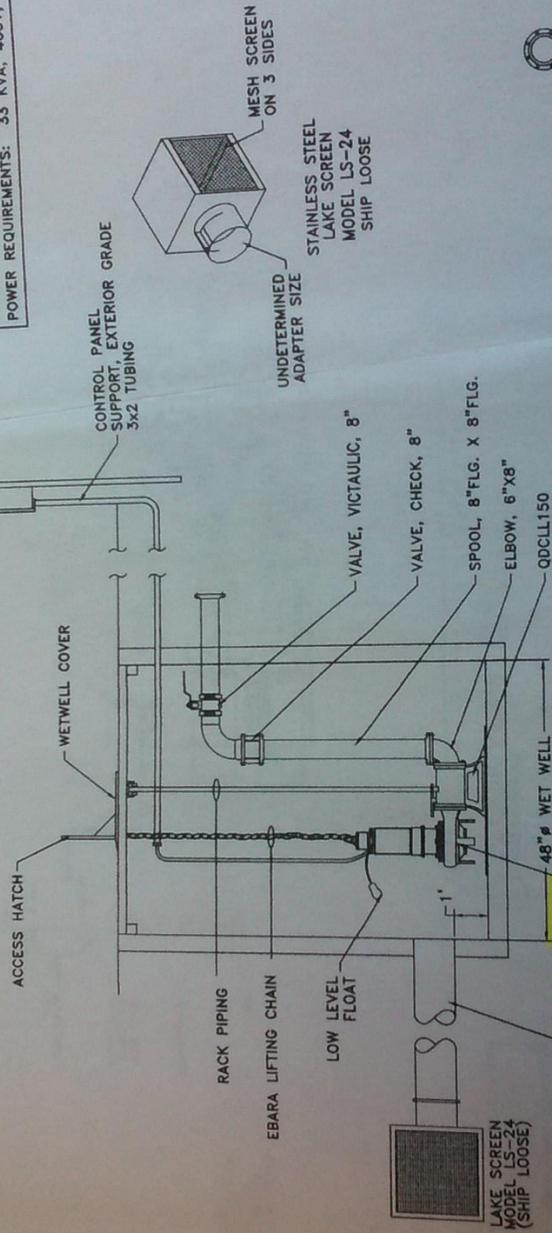


Wet Well area for pump, access point door



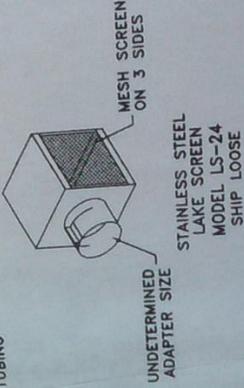
NOTE:
ALL CONTROLS AND ELECTRICAL
EQUIPMENT TO BE LOCATED
ABOVE FLOOD PLAIN

STATION STYLE: VNET-750-1-30
TO PRODUCE: 750 GPM @ 30 PSI
HORSEPOWERS: (1) 25
PUMP DISCHARGE SIZES: (1) 6"
PUMP CHECK VALVE SIZES: (1) 8"
STATION ISOLATION VALVE: (1) 8"
MAIN DISCONNECT: 60 AMPS
POWER REQUIREMENTS: 33 KVA, 460V, 60HZ, 3 PH



NOTE:
THIS ILLUSTRATION IS NOT
INTENDED AS A SUBSTITUTE
FOR SHOP DRAWINGS
PROVIDED BY CONTRACTOR AND
SUBMITTED TO IRRIGATION
CONSULTANT FOR APPROVAL.

S.O. FLANGE, 8"
W/ NBC SET
SHIP LOOSE

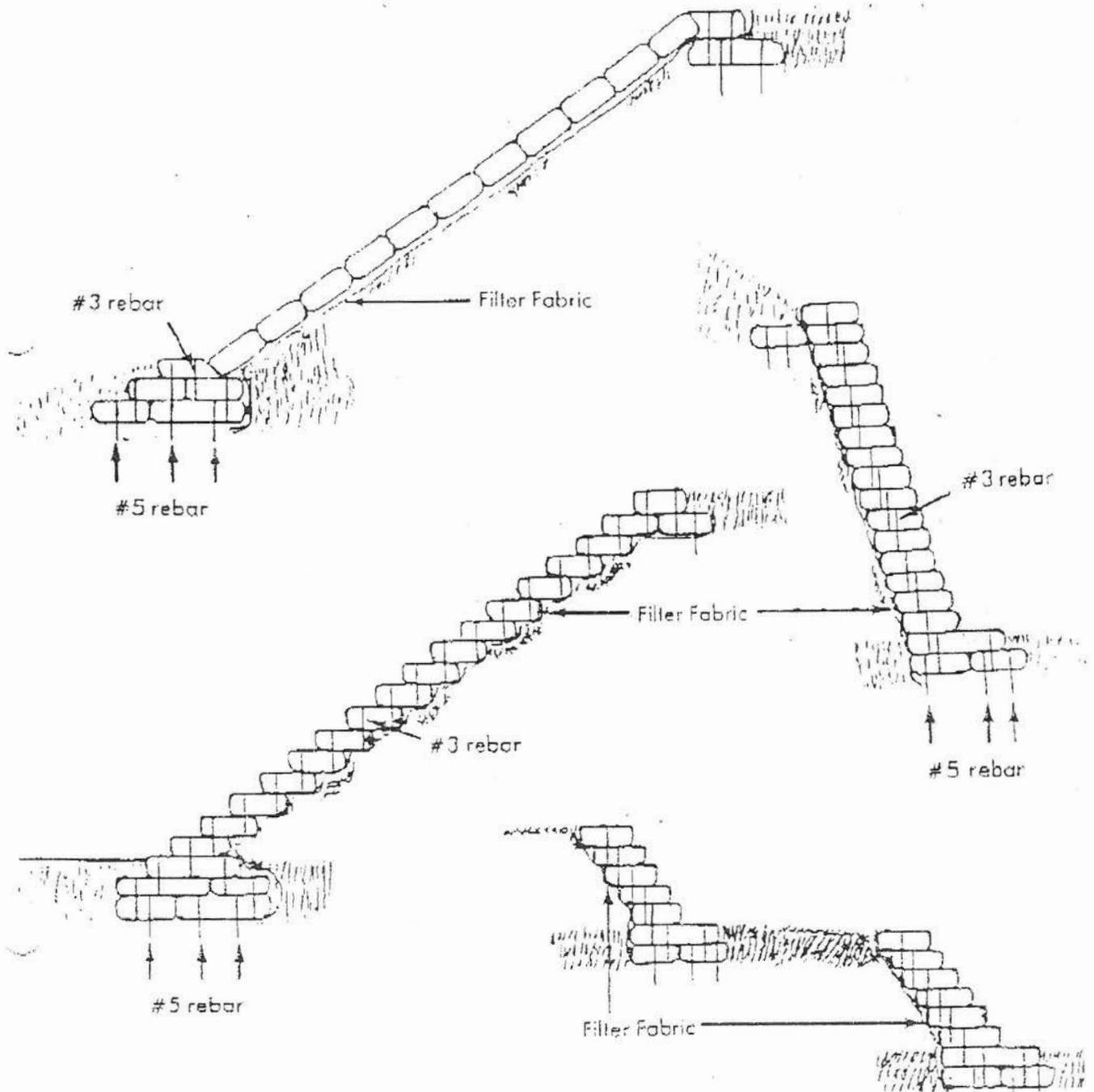
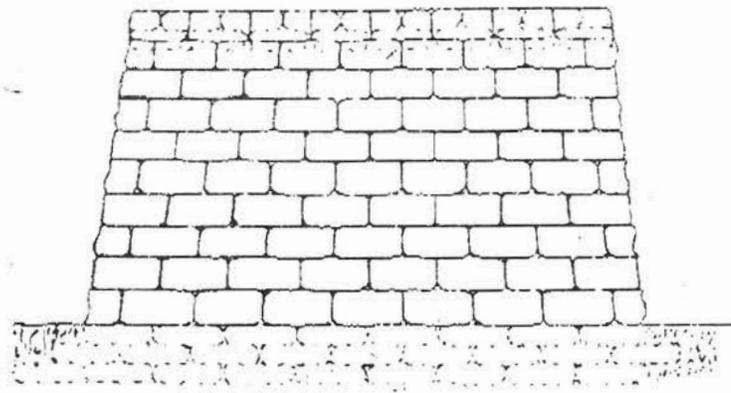


NO.	DATE	BY	FOR	REVISIONS
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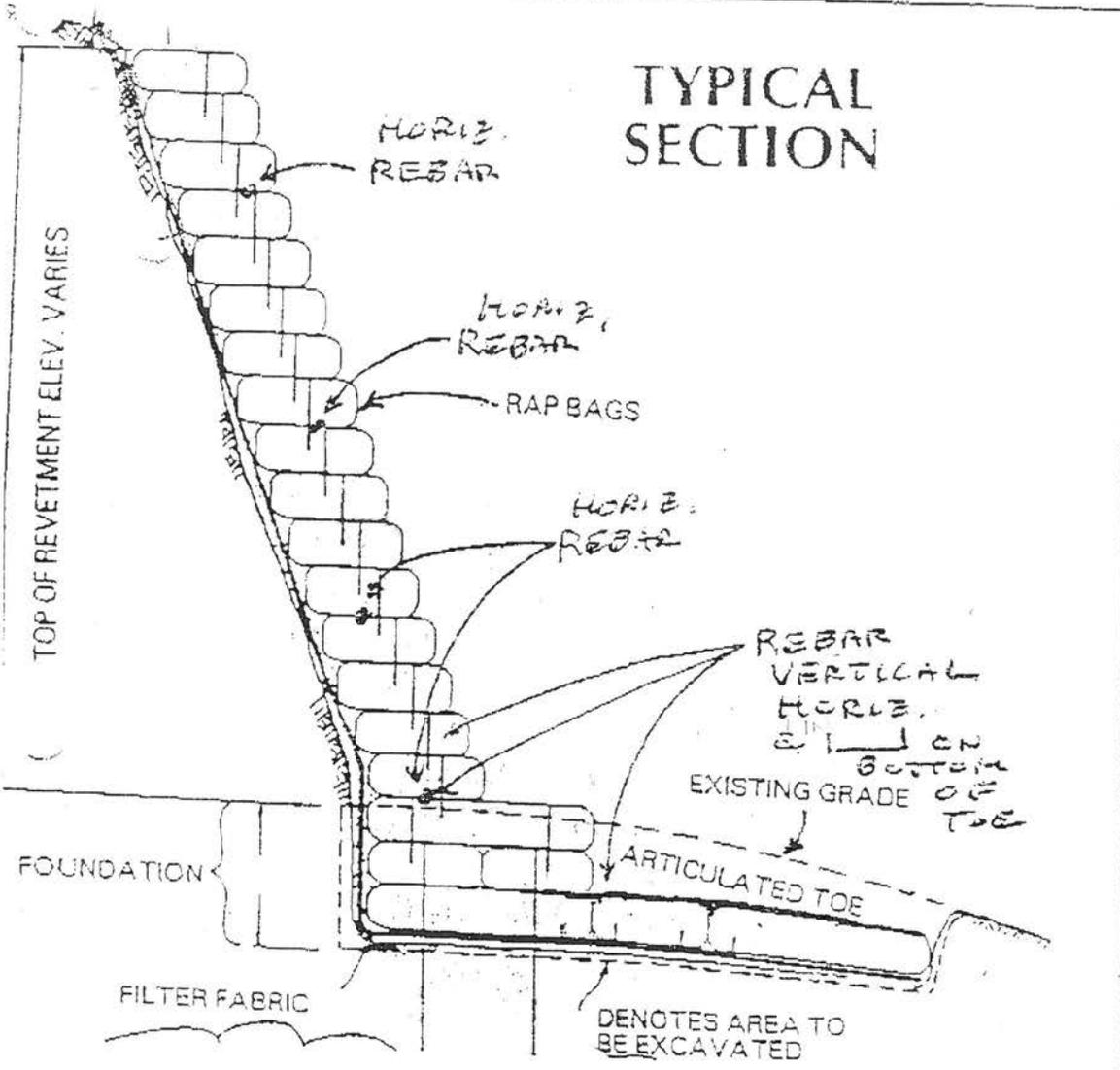
Flowtronex
ITT Industries
Engineered for life
10651 WINDING STREET, DALLAS, TEXAS 75243, USA, 1-800-798-1490

Chase Oaks
GC TRANSFER PUMP 1
PROPOSAL NUMBER: 071J3500-U01
DATE: 01/2010
DESIGNER: GREG GOODMAN
DRAWN BY: GREG GOODMAN
CHECKED BY: GREG GOODMAN
PAGE # 1 OF 1

Examples of Typical Applications



TYPICAL SECTION



SOD FINISH GRADE WITH BUFFALO GRASS COMMON TO TEXAS A MINIMUM OF THE FIRST 15 FEET UP THE BANK. HYDRO-MULCH SEED THE REMAINDER OF THE GRADED AREA WITH A GRASS BLEND CONSISTING OF BUFFALO GRASS, SIDEOTS GRAMA, AND HERBACEOUS MIN

OUT AND FILL OF EXISTING BY LOCATION

1
4 MAX. SLOPE
SLOPE VARIES BY LOCATION (SEE PLANS FOR SPECIFIED SLOPE)

1" OFFSET AT THE TOP

2" OFFSET

BACK FILL AND COMPACT AS SHOWN ON THE CROSS-SECTIONS

FILTER FABRIC

#4 GALVANIZED REBAR PINS (MINIMUM 10" LONG)
2 PER BAG

#6 GALVANIZED REBAR-4' LONG (12" O.C.)

3 BAR GALV. BAG

See
Blawp ↗

COMMONLY ASKED QUESTIONS ABOUT RIP RAP

What are the bag dimensions? Length: 21"
Width : 13"
Height : 4"
Weight: 80#

What is the appearance and color?

Rip Rap simulates Roman Cobble Stone and the color is gray. The Sand Mix provides a much smoother, stone-like appearance.

What is the difference between Rip Rap and regular concrete bags?

Rip Rap bags are tan, with no visible print and they are biodegradable. The degradation of the bags are contingent upon the exposure rate to water.

Is it beneficial to use a porous fabric behind the bags ?

Yes, this fabric ("Slope Roll" is one brand) will help prevent erosion behind the wall. This will also keep grass and other plants from growing out of the wall.

What is "scrim" and why is it more expensive?

This polyester-reinforced bag helps to maintain their uniformity, especially for those areas where bags are subject to wave action or soil movement prior to hardening.

Once completed, will the wall offer some flexibility?

Yes, the wall will flex with subsurface movement without damage to its structural integrity. Proper construction will eliminate hydraulic pressures behind the wall and the use of a toe plate should reduce undermining on the front side.

Is there a freight allowance on larger orders? Yes, for 100+ pallets deduct .10
" 150+ " " .15
(This provided the payment is made prior to shipment.)" 200+ " " .20

In the summertime, will the humidity harden the riprap ?

Very slowly, thus we suggest soaker hoses and sprinkler systems be used when rain is not expected for some time. This will insure a tight wall if the next rain is a severe storm.

Is it possible for the homeowner to receive a discount their insurance ?

Yes, because if stair-step construction is used, this allows an escape route for those who may have fallen into the water, especially small children. Review your flood insurance.

Step by Step

Construction

1. Outline the area to be excavated, extending the excavation at least 1' beyond the edge of the planned wall. Remove all grass, roots, and other organic matter. Dig to a depth of 6" and bring the base of this trench to a uniform grade.

2. Lay the first tier of bags for the dam or bulkhead wall by butting the bags together end-to-end. Stack succeeding tiers in an interlocking fashion or bond pattern. Thoroughly sprinkle and tamp each layer of bags. Perforating the bags with a pitchfork or metal rake will speed saturation and initial set.

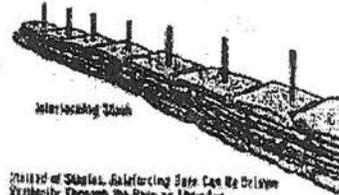


Steel Staples Made from 3/8" Diameter Rebar Stock.

3. To increase the wall's strength, 3/8" steel rebar staples can be driven into the bags. Alternate the staple direction from bag to bag and tier to tier.

4. As an alternate, drive straight rebar rods down through the bags as shown.

5. Depending on the height of the dam wall and the capacity of the reservoir, it may be desirable to leave channels for water to runoff between bags in the top tier.



Channels of Staples. Reinforcing Bags Can Be Done Similarly Through the Bags as They Are Stacked. This Method Will Be Necessary if the Bags Are Stacked Under Water.

For Best Results

- The work should be completed with as little interruption as possible to assure integral construction.
- Materials should be kept wet 4 days to assist curing, although natural moisture alone is enough to set.
- Walls higher than 10' should be temporarily swat braced with 2 x 4s to facilitate initial set.



Interlocking Staples and Wall Walls

SlopeWalls/Erosion Control

Controlling erosion with rip is almost as easy as playing with children's building blocks. Because it will set from natural moisture alone and comes in easy-to-handle bags, erosion walls can be built from rip rap even in locations inaccessible for other construction methods.

GENERAL INFORMATION ON THE
INSTALLATION OF BAGGED RIP RAP



A good rip rap wall begins with a good solid and level foundation or base. It may be advisable to excavate below the existing grade to create a good foundation of rip rap bags for the rest of the wall.

The first layer of bags for the foundation should be laid perpendicular to the direction of the wall. If there are to be multiple layers of bags in the foundation, the 2nd layer should be 2 rows in the same direction as the wall and the third layer 1 row perpendicular to the wall (same as in 1st layer) and so on.

After the foundation is completed, you may want the additional security of driving rebar through the foundation on one foot centers to a depth of about 2 to 3 feet into the sub soil.

Geotextile fabric should be used between the rip rap and the soil behind it. This will help reduce or eliminate loss of soil.

As each bag is laid, (from the beginning of the foundation to the completion of the wall) it should be tamped so that all layers are the same relative thickness and you do not end up with an undulating or uneven wall.

Inter-locking the bags can be accomplished by driving 8"-9" pieces of rebar (3/8" to 1/2") through each end of each bag into the bag beneath it.

Each layer of bags should be laid in stair step fashion all the way up the slope. If it is necessary to back fill, be sure to tamp & compact the soil as firmly as possible.

Special or structural applications where safety is a concern the wall should be designed or approved by a qualified engineer.

How To Estimate Usage

For a vertical wall placing one bag on top of another and end to end in "Running Bond" style, multiply the wall area in square feet by 1.50 for the number of bags required.

Example:

A wall 5' x 10' = 50 square feet; then multiply 50 x 1.50. The result is approximately 75 bags of Ezy-Rap.

For approximate bag requirements for a flat or sloped area with bags placed side by side and end to end, multiply the area in square feet by 0.60.

Example:

An area 5' x 10' or 50 square feet is equal to 50 x 0.60 = 30 bags of Ezy-Rap.



Date: March 22, 2019

Time: 10:00 Am

Pre-Bid

Type of Meeting: _____

**REQUEST FOR PROPOSAL #2019-2-30
GOLF COURSE INFRASTRUCTURE IMPROVEMENTS – PHASE I
PROPOSALS DUE ON APRIL 3, 2019 @ 2:00 P.M.**

PRE-BID AGENDA

Introduction (Attendance Sheet)

Ellen Ataie, City of Allen, Sr. Buyer
Brad Boroughs, Golf Superintendent
Jeff Holt, Golf Services Manager

eataie@cityofallen.org
bboroughs@cityofallen.org
jholt@cityofallen.org

1. Specifications and bid documents may be accessed at no charge, through the City of Allen's electronic bidding system.

To register as a supplier and to access this bid document, visit: www.cityofallen.org, select *Supplier Registration*. After registration approval, electronic notifications will be sent to registered suppliers on current bidding opportunities. For questions, please contact the Purchasing Department at 214-509-4632 or eataie@cityofallen.org

2. Solicitation deadline is Wednesday, April 3, 2019 @ 2:00 in the Purchasing Office. No public bid opening will take place, this is a Request for proposal.
3. Electronic submittals are recommended. Scan documents into one file for upload to eBid(lonwave) and upload 1 excel sheet for pricing. Do not upload each piece of paper as a separate word or PDF document.
4. Required Forms:
 - a. Certificate of Insurance
 - b. Affidavit of No Prohibited Interest
 - c. Bidders Qualification Statement with references
 - d. Conflict of Interest Questionnaire
 - e. Section V Pricing Form
 - f. Bid Endorsement Page
 - g. Addenda Acknowledgement
5. Project Bonds
 - Payment and Performance Bonds (100% of the total bid)
 - 2-Year Maintenance Bond will be due upon project completion and acceptance
6. The last day for questions will be on March 26, 2019 at 2:00 PM
The last day for addenda will be on March 29, 2019 at 2:00 PM
If addenda are issued, acknowledged addenda are required with bid submittal.

7. Liquidated Damages will apply, include number of days in your bid pricing sheet from Section V. A + B bidding will apply.

<u>Amount of Contract (\$) Value of a Calendar Day (\$)</u>	
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

8. Project Review

9. Questions



REQUEST FOR PROPOSAL 2019-2-30
GOLF COURSE INFRASTRUCTURE REPAIRS - PHASE 1
PROPOSALS DUE APRIL 2, 2019 AT 2:00 PM
THE COURSES AT WATTERS CREEK - 7201 CHASE OAKS BLVD, PLANO, TX

Name	Company	Phone	Email
1 Ellen Atare	City of Allen	214-509-4632	eatare@cityofallen.org
2 Gabriel Fortich	Concord Commercial	972-557-8789	estimating@ccs1.net
3 PREETINDER CHAHAL	SINGH GOLF LLC	972-207-8532	SINGHGOLFLLC@GMAIL.COM
4 Joel Brown	J.B. & CO. LLC	972-515-3646	joel@joelbrownco.com
5 Joshua Rogg	Alpha Testing	469-563-1098	jrogg@alphatesting.com
6 WILLIAM C. SIMMONS	S.W. SPROSLOW CONSTRUCTION	972-371-9114	SWSPROSDIOW@YAHOO.COM
7 RYON SAYER	308 CONSTRUCTION	940-231-6358	RSAYER@308GC.COM
8 SCOTT LUCAS	ACS COMMERCIAL	214-914-8820	SL@ACS-COMMERCIAL.COM
9 Brock Davies	North Rock Construction	940-390-1714	Bdavies@nrockconstruction.com
10 Brad Boroych	TCWC	214-509-3490	
11 Jeff Holt	TCWC	214-509-3482	JHOLT@CITYOFALLEN.ORG



**CITY OF ALLEN
ADDENDUM 2
REQUEST FOR PROPOSAL 2019-2-30**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

- 1. Attached revised plan set.**
2. The RECOMMENDED weight limit of 1850 lbs on the bridges and pathways is now a NOT TO EXCEED MAXIMUM COMBINED WEIGHT.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL

Signature of Officer

Date



Handwritten signature and initials

GENERAL INFORMATION

BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**REQUEST FOR PROPOSAL
2019-2-30**

GOLF COURSE INFRASTRUCTURE REPAIRS – PHASE I

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

APRIL 3, 2019 @ 2:00 P.M.

ELECTRONIC RESPONSES ARE RECOMMENDED

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS 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, Senior Buyer, 214-509-4632



Date: March 22, 2019

Time: 10:00 Am
Pre-Bid

Type of Meeting: _____

**REQUEST FOR PROPOSAL #2019-2-30
GOLF COURSE INFRASTRUCTURE IMPROVEMENTS – PHASE I
PROPOSALS DUE ON APRIL 3, 2019 @ 2:00 P.M.**

PRE-BID AGENDA

Introduction (Attendance Sheet)

Ellen Ataie, City of Allen, Sr. Buyer
Brad Boroughs, Golf Superintendent
Jeff Holt, Golf Services Manager

eataie@cityofallen.org
bboroughs@cityofallen.org
jholt@cityofallen.org

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3. Electronic submittals are recommended. Scan documents into one file for upload to eBid(lonwave) and upload 1 excel sheet for pricing. Do not upload each piece of paper as a separate word or PDF document.
4. Required Forms:
 - ✓ a. Certificate of Insurance ✓
 - ✓ b. Affidavit of No Prohibited Interest
 - c. Bidders Qualification Statement with references
 - ✓ d. Conflict of Interest Questionnaire
 - ✓ e. Section V Pricing Form
 - ✓ f. Bid Endorsement Page
 - ✓ g. Addenda Acknowledgement ✓
5. Project Bonds
 - Payment and Performance Bonds (100% of the total bid)
 - 2-Year Maintenance Bond will be due upon project completion and acceptance
6. The last day for questions will be on March 26, 2019 at 2:00 PM
The last day for addenda will be on March 29, 2019 at 2:00 PM
If addenda are issued, acknowledged addenda are required with bid submittal.

EXHIBIT 2
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

SOUTHWEST EROSION CONTROL
Name of Contractor

By: William C. Simmons
Signature

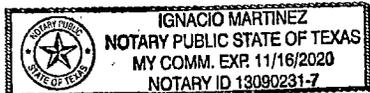
WILLIAM C. SIMMONS
(Print Name)

DWPER
(Title)

STATE OF TEXAS
COUNTY OF Collin

§
§

SUBSCRIBED AND SWORN TO before me this 10th day of April, 2019.



Ignacio Martinez
Notary Public, State of Texas

SECTION V

PRICING

State your pricing for each project contained in this request for proposal.

If only submitting a proposal for one of the two projects, indicate 'no bid' on the line for which you are not submitting a proposal. Attach additional pages as necessary.

Project 1: Bag Wall Construction/Erosion Control

Bid Price \$ 198,242⁰⁰ Number of Calendar Days 90

Price in written word: one hundred ninety eight thousand two hundred forty two dollars

Project 2: Submersible Pump Replacement Installation

Bid Price \$ ND Number of Calendar Days _____

Price in written word: _____

SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

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.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

EVALUATION PROCESS AND SELECTION CRITERIA

The objective of this evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Allen. The City of Allen's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposer's proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations/interviews with proposers at no cost to the city.

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:

SOUTHWEST EROSION CONTROL
(OFFICIAL Firm Name)

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

WILLIAM C. SIMMONS
(Typed or Printed Name)

OWNER (Title) 4-07-19 (Date)

Remittance Address:	<u>4309 OVERLOOK CT</u>
	<u>GRANDVIEW TX 76049</u> (Zip Code)
Phone #:	<u>(817) 371-9114</u>
Fax #:	<u>() NA</u>
E-Mail Address:	<u>SWEROSION@yahoo.com</u>

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

- ADDENDUMS/AMENDMENTS:**
- 1) 4-07-19 date acknowledged
 - 2) 4-07-19 date acknowledged
 - 3) _____ date acknowledged

Continued Next Page

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	<ul style="list-style-type: none"> \$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	City to be named as an additional insured

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	<ul style="list-style-type: none"> \$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

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas

List your most current agreements/contracts, with information, similar to the type of work bid.

(Use Additional Sheets if Necessary)

Project: WILLIAMS BURG TOWN HOMES Date 12-05-18

Project Description: CONCRETE BAS WALL 12' HIGH AND 100' LONG ALONG CREEK

Owner/Agency: WILLIAMS BURG TOWN HOMES LLC

Contract Price: \$40,000⁰⁰

Contact Person: WALTER Phone: 469-867-6668

Project: CREEK SIDE ADDITION Date 8-10-18

Project Description: CONCRETE BAS WALL ALONG CREEK 12' X 155'

Owner/Agency: REALMANAGE

Contract Price: \$49,500⁰⁰

Contact Person: SPANNON BANKSTON Phone: 866-473-2573

Project: 600 INDEPENDENCE PARKWAY Date 4-07-19

Project Description: CONCRETE BAS WALL ALONG CREEK 16' X 100'

Owner/Agency: ON POINT CONTRACTORS

Contract Price: \$60,000⁰⁰

Contact Person: BOB SNIZZLING Phone: 214-850-6342

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

DEBBIE ADAMS FIRST NATIONAL BANK
817-326-3000 P.O. BOX 400
GRAN BURY, TX 76049

STATE OF TEXAS

§

§

PAYMENT BOND

COUNTY OF COLLIN

§

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$ _____ (not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2019, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2019.

Principal:

Surety (for all Notices/Claims to be received hereunder):

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY KHT Insurance		NAMED INSURED Southwest Erosion Control 4309 Overlook Ct. Granbury, TX 76049	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Allen is included as additional insured with respects to the general liability & auto liability as per written contract. Waiver of Subrogation is included with respects to the general liability, auto liability & workers compensation as per written contract

EXHIBIT 4
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: SOUTHWEST EROSION CONTROL

Name: WILLIAM C. SIMMONS

Title: OWNER

Address: 4309 OVERLOOK CT

City: GRANDBURY

State & Zip: TX 76049

Phone: 817-371-9114

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

Liability Insurance Provider and Limits of Coverage: Evanston Ins. Co. \$1,000,000/\$2,000,000 aggregate
Accident Fund National Ins. Co.

Workers compensation Insurance Provider: \$1,000,000; \$1,000,000; \$1,000,000

Address: PO Box 40790; Lansing, MI. 48901-7990

Contact and Phone: Patty Galipeau - # 866-214-6372

Number of Years in Business as a Contractor on Above Types of Work: 35 years

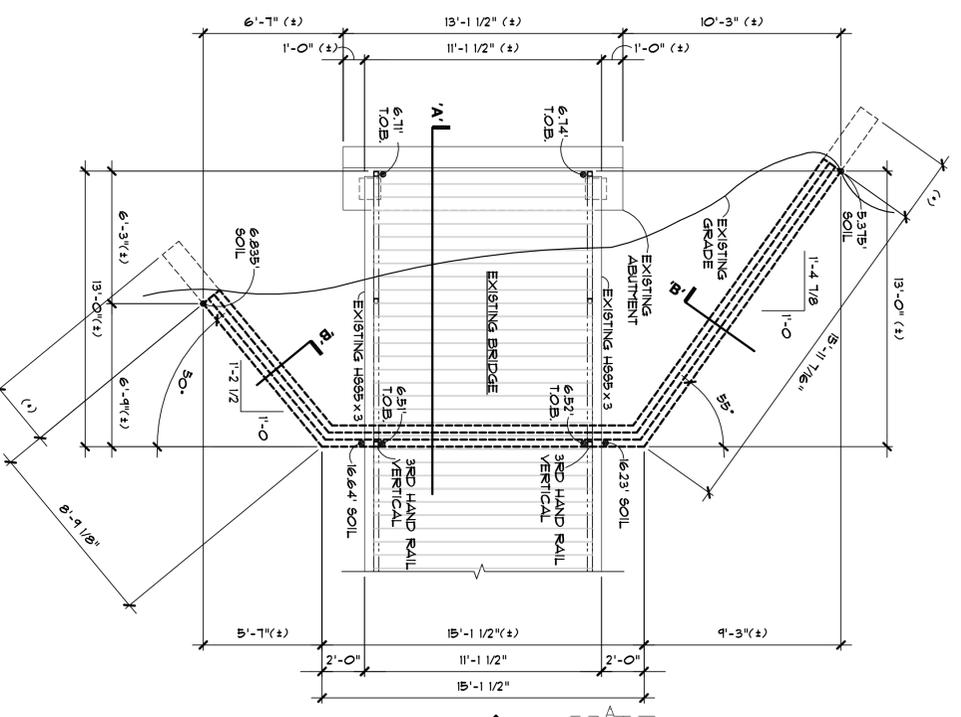
Claims and Suits (If the answer to any of the questions is yes, please attach details): NO

Has your organization ever failed to complete any work awarded to it? NO

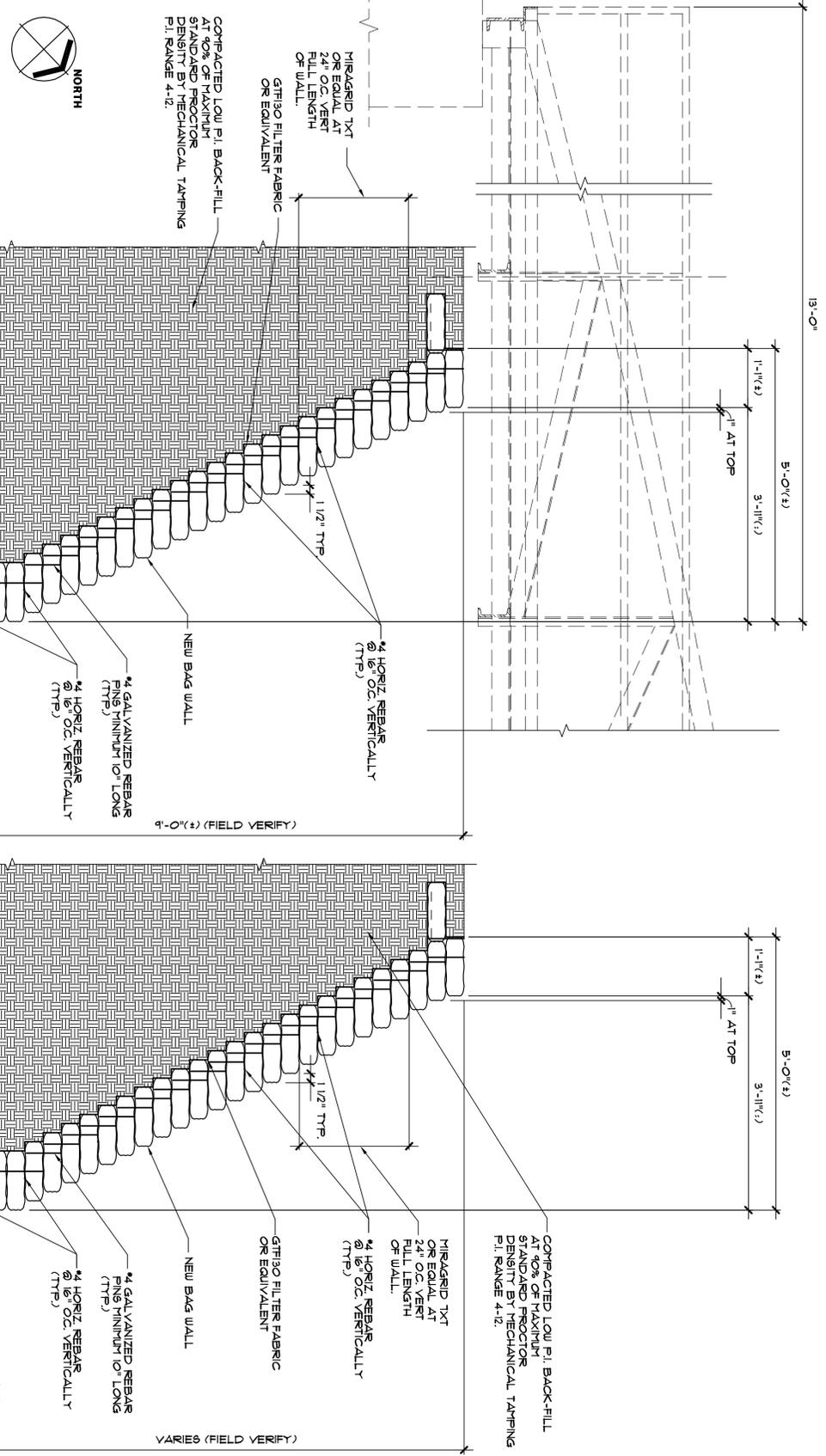
Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding NO against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction NO contracts within the last five years?

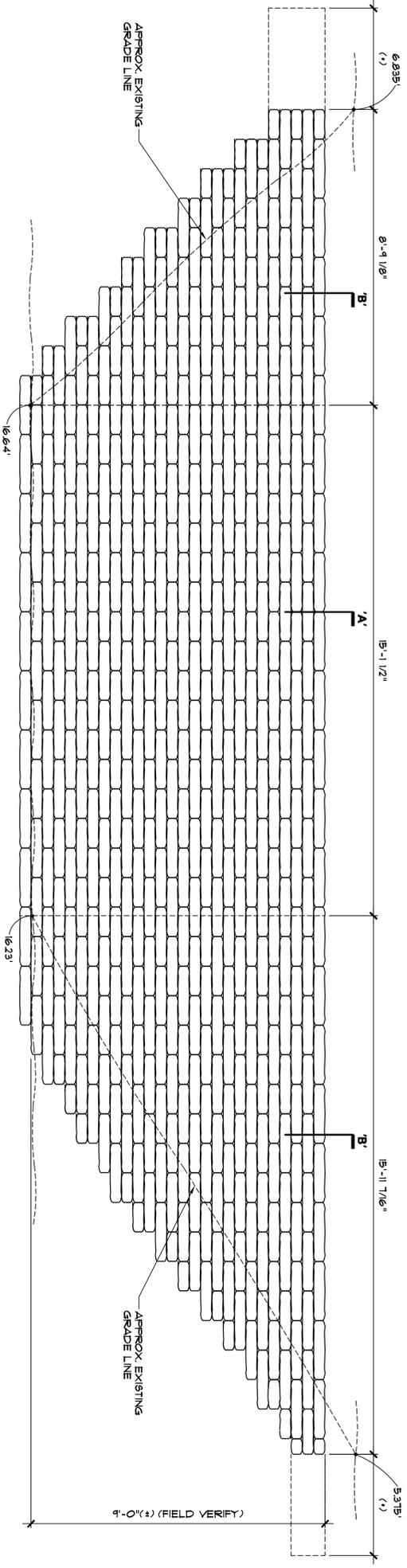
Within the last five years, has any officer or principal of your organization ever been an officer NO or principal of another organization when it failed to complete a construction contract?



1 NO. 2 TRADITIONAL BRIDGE RIP RAP BAG WALL PLAN
 SCALE: 1/4" = 1'-0"
 TOB = TOP OF BRIDGE
 (1) EXTEND WALL WINGS AT LEAST 3'-0" (MIN) INTO EXISTING SOIL EMBANKMENTS



'A'
 SCALE: 3/4" = 1'-0"
 3/4" GALVANIZED REBAR 3 LONG (12" OC)
 3/4" GALVANIZED REBAR FINS MINIMUM 10" LONG
 3/4" HORIZ. REBAR @ 16" OC VERTICALLY
 3/4" HORIZ. REBAR @ 16" OC VERTICALLY
 NEW BAG WALL
 1/2" TYP.
 SOIL
 1'-6"



2 NO. 2 TRADITIONAL BRIDGE RIP RAP BAG WALL ELEVATION (FOLDED OUT ELEV.)
 SCALE: 1/2" = 1'-0"



THE SEAL APPEARING ON THIS DOCUMENT IS AUTHORIZED BY JOE P. HILL, P.E. 34297 ON MARCH 29, 2018.

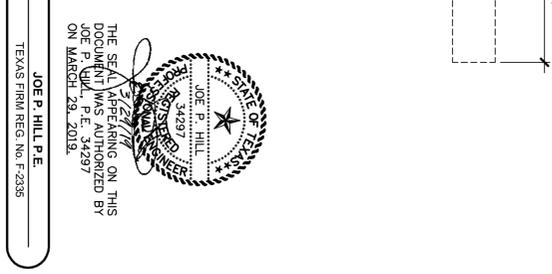
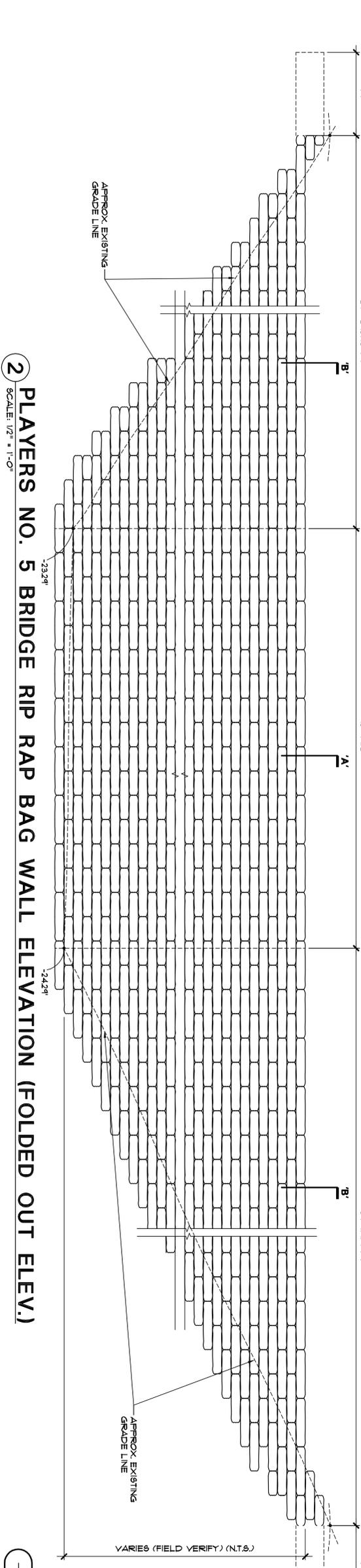
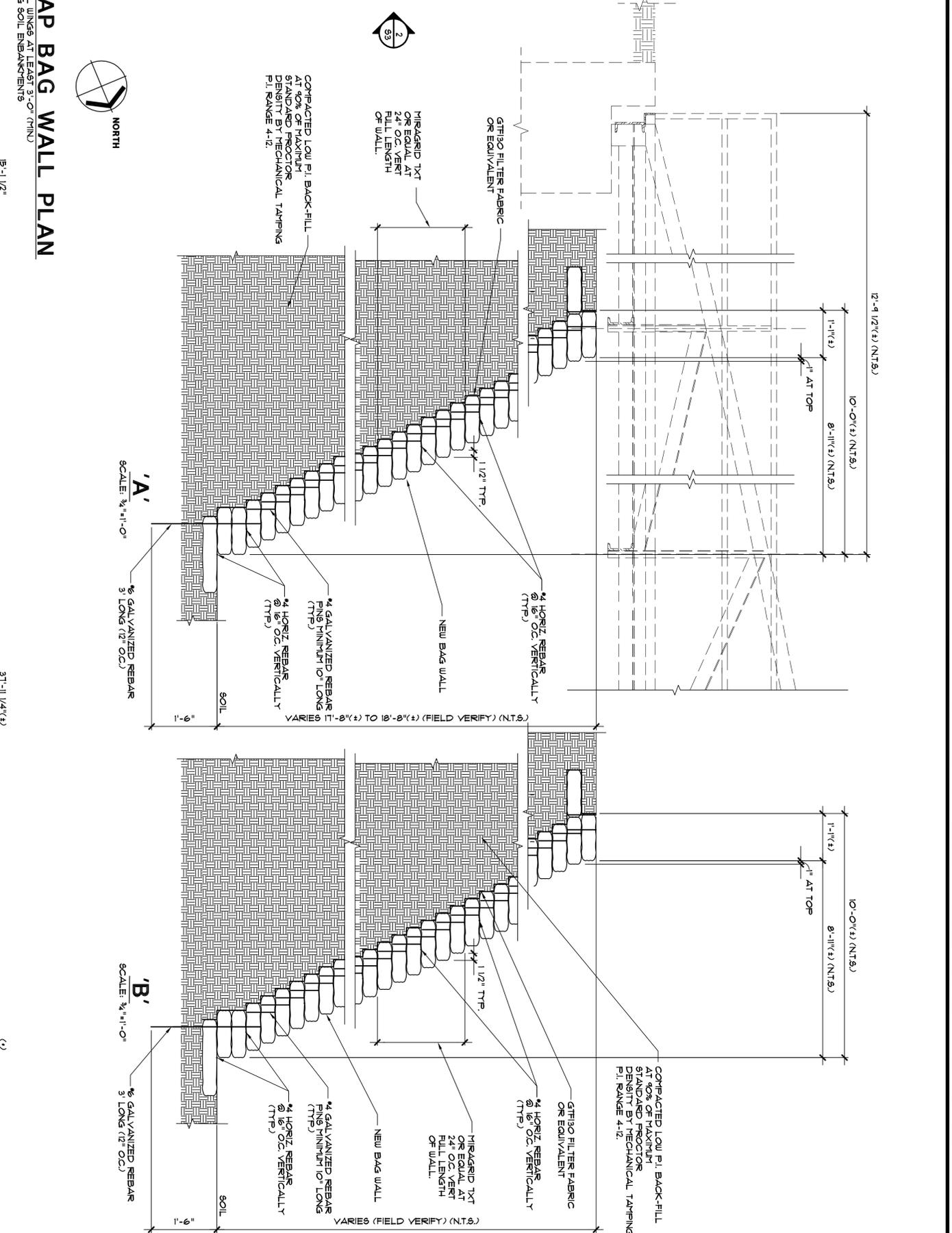
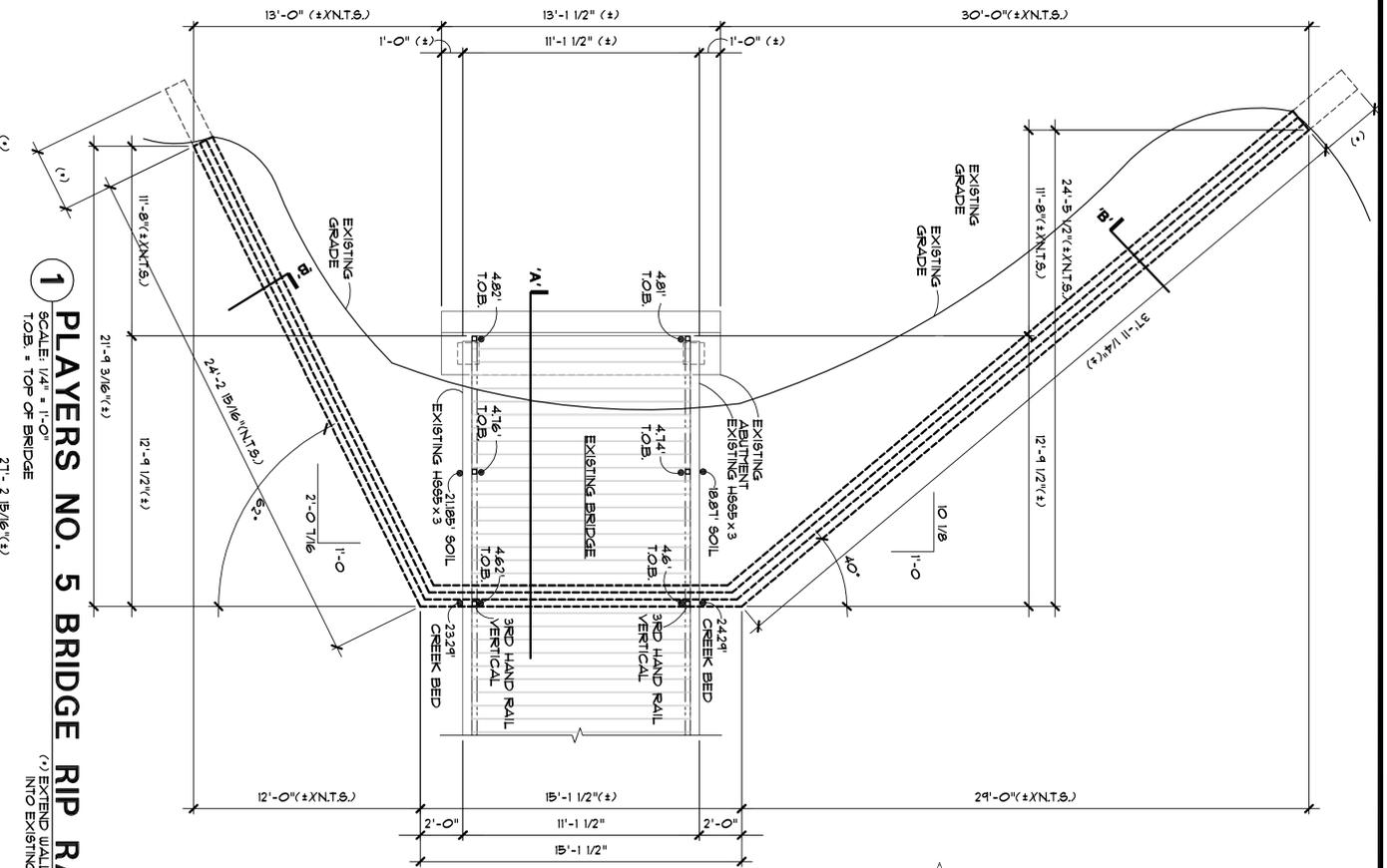
JOE P. HILL, P.E.
 TEXAS TRM REG. NO. F-2335

JOE P. HILL, P.E.
 CONSULTING STRUCTURAL ENGINEERING
 1801 N. HAMPTON RD. SUITE 440
 DESOTO, TEXAS 75115-2389 (972) 283-5111

WATTERS CREEK BAG WALLS
 7201 CHASE OAKS BLVD
 PLANO, TEXAS 75025

DATE ISSUED: JANUARY 30, 2018
 REVISIONS: 5-23-18
 DRAWN BY: JED/JPH

SHEET NO: **S1.0**
 OF: 4
 JOB NUMBER: 19669



1 PLAYERS NO. 5 BRIDGE RIP RAP BAG WALL PLAN
 SCALE: 1/4" = 1'-0"
 TOP = TOP OF BRIDGE
 (1) EXTEND WALL LINES AT LEAST 3'-0" (MIN) INTO EXISTING SOIL ENABLEMENTS

2 PLAYERS NO. 5 BRIDGE RIP RAP BAG WALL ELEVATION (FOLDED OUT ELEV.)
 SCALE: 1/2" = 1'-0"

THE SEAL APPEARING ON THIS JOE P. HILL, P.E. 34297 ON MARCH 29, 2019.

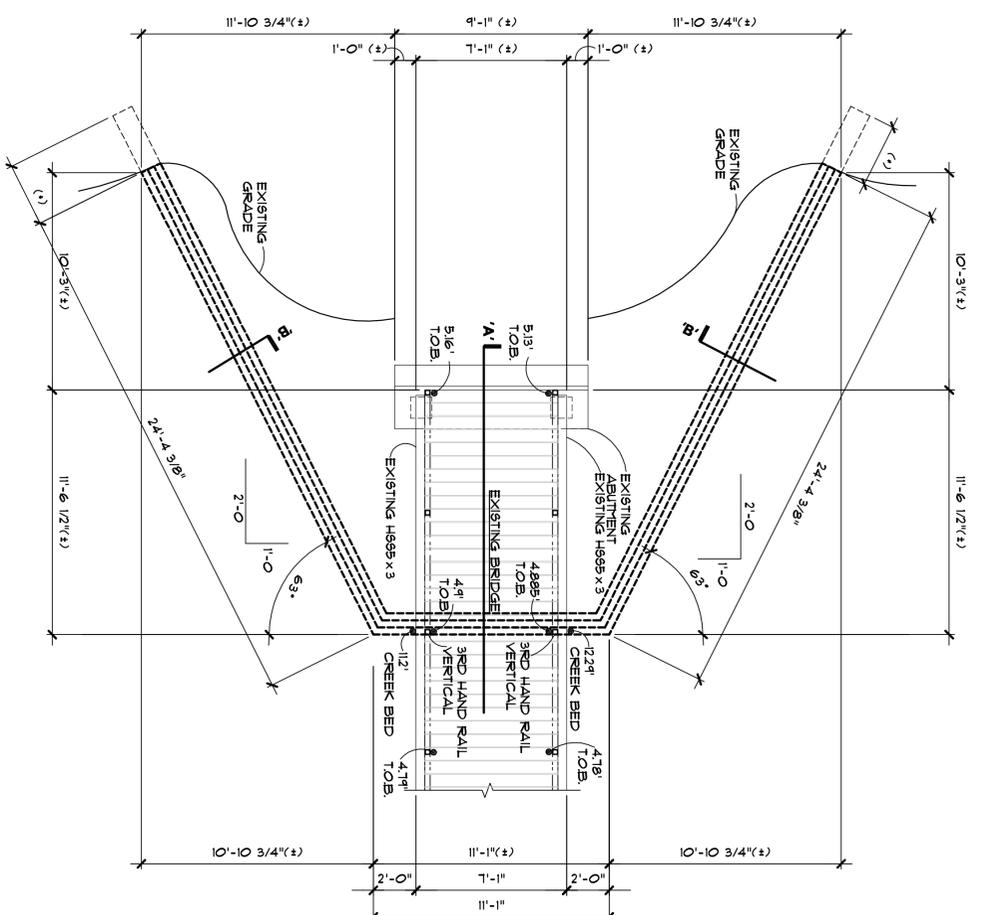
JOE P. HILL, P.E.
 TEXAS TRM REG. NO. E-2335

SHEET NO: **S3.0**
 OF: 4
 JOB NUMBER: 18669

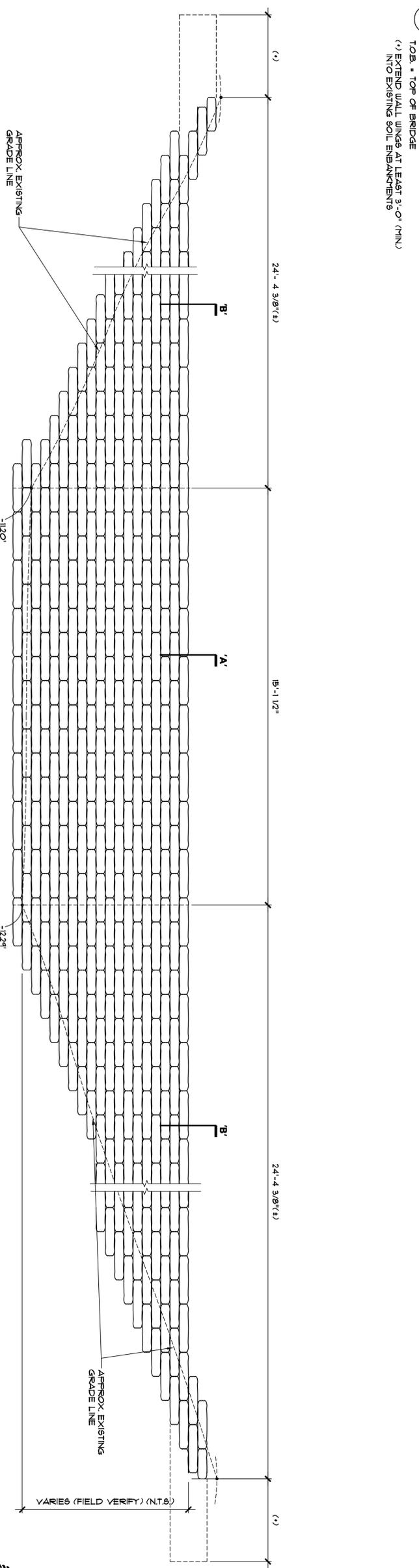
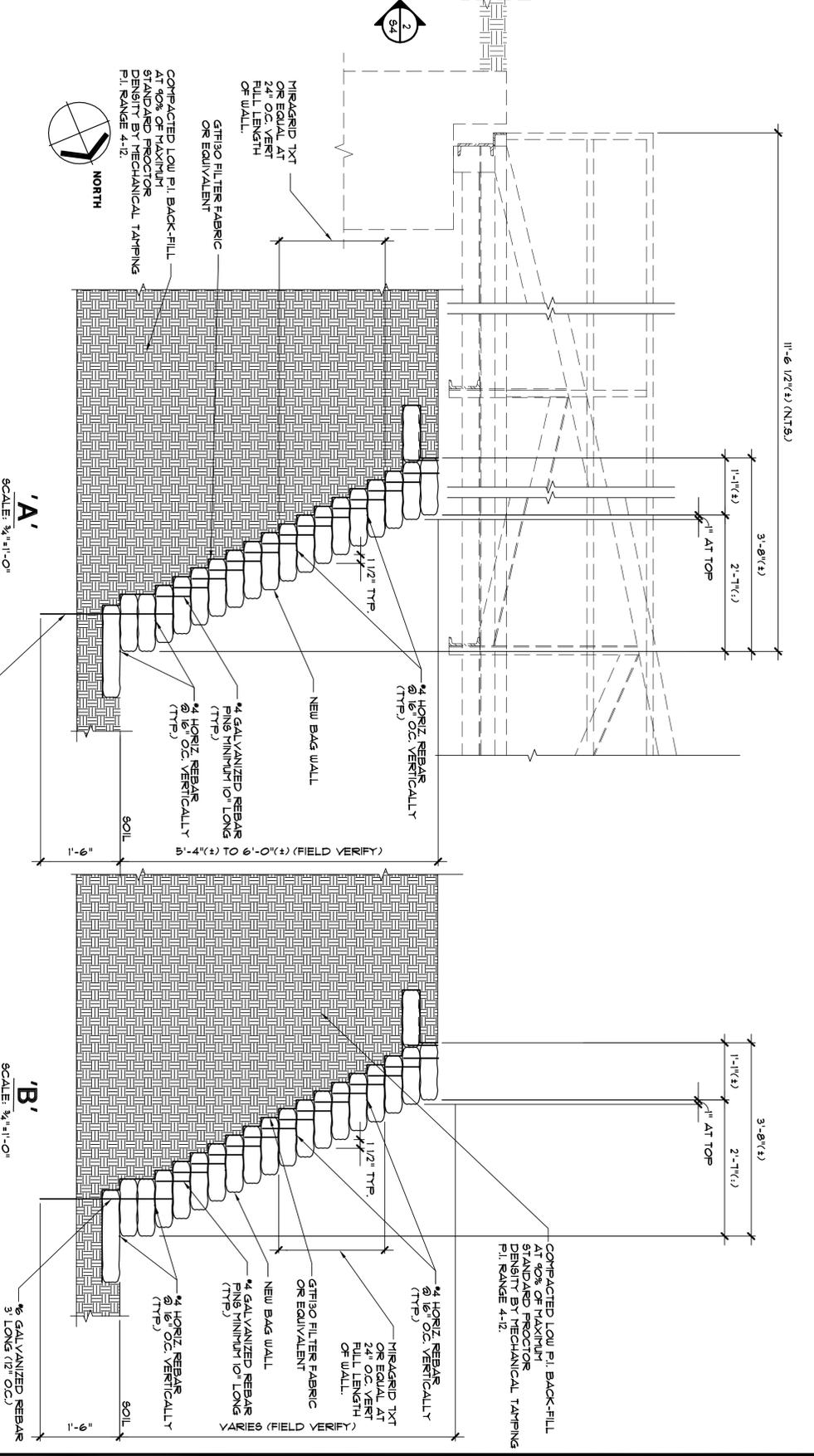
DATE ISSUED: JANUARY 30, 2018
 REVISIONS: 5-23-18
 DRAWN BY: JED/JPH

WATTERS CREEK BAG WALLS
 7201 CHASE OAKS BLVD
 PLANO, TEXAS 75025

JOE P. HILL, P.E.
 CONSULTING STRUCTURAL ENGINEERING
 1801 N. HAMPTON RD. SUITE 440
 DESOTO, TEXAS 75115-2389 (972) 283-5111



1 PLAYERS MAINTENANCE BRIDGE RIP RAP BAG WALL PLAN
 SCALE: 1/4" = 1'-0"
 TOB = TOP OF BRIDGE
 (*) EXTEND WALL WINGS AT LEAST 3'-0" (MIN.) INTO EXISTING SOIL ENBANKMENTS



2 PLAYERS MAINTENANCE BRIDGE RIP RAP BAG WALL ELEVATION (FOLDED OUT ELEV.)
 SCALE: 1/2" = 1'-0"



THE SEAL APPEARING ON THIS DRAWING WAS AUTHORIZED BY JOE P. HILL, P.E. #34297 ON MARCH 29, 2019.

JOE P. HILL, P.E.
 TEXAS TRM REG. NO. F-2335

WATTERS CREEK BAG WALLS
 7201 CHASE OAKS BLVD
 PLANO, TEXAS 75025

JOE P. HILL, P.E.
 CONSULTING STRUCTURAL ENGINEERING
 1801 N. HAMPTON RD. SUITE 440
 DESOTO, TEXAS 75115-2389 (972) 283-5111

SHEET NO: **S4.0**
 OF: 4
 JOB NUMBER: 19669

DATE ISSUED: JANUARY 30, 2019
 REVISIONS: 5-23-19
 DRAWN BY: JED/JPH