

**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, February 03, 2025
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, February 03, 2025 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 899 7455 2663 Passcode: 531007 . The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Senior Pastor, David Hinkle, Tomball Bible Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Presentations
 - 1. Proclamation - "Tidy Up Tomball Day: A Celebration of Environmental Stewardship and Community Impact"
- F. Reports and Announcements
 - 1. Announcements

I. Upcoming Events:

- February 13, 2025 – Kaffeeklatsch from 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room
- February 25, 2025 – Sam Houston Trail Riders Annual Reception from noon to 2 p.m. @ Tomball Depot Plaza
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. @ Tomball Depot Plaza

2. Reports by City staff and members of council about items of community interest on which no action will be taken:

I. Quarterly Financial Report for period ending December 31, 2024

II. Quarterly Investment Report for the period ending December 31, 2024. The Public Funds Investment Act requires that a report on the City's cash and investments be presented to the City Council on a quarterly basis.

G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of January 20, 2025, Special and Regular City Council meetings.

2. Approve Resolution No. 2025-03, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Regular City Officer's Election, to be Held in the City of Tomball on Saturday, May 3, 2025; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Aprobar la Resolución Nro. 2025-03, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 3 de mayo de 2025; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

第2025-03

號決議案

TEXAS州TOMBALL市市議會決議案及命令之內容包括：於2025年5月3日

(週六) 在TOMBALL市舉行市政官員常規選舉；為上述選舉指定投票所並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期 (如果需要舉行決選) ；以及就本選舉之舉行事宜作出具體規定。

NGHỊ QUYẾT SỐ 2025-03 NGHỊ QUYẾT VÀ LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, TEXAS, RA LỆNH TỔ CHỨC MỘT CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG LỆ, ĐƯỢC TỔ CHỨC TẠI THÀNH PHỐ TOMBALL VÀO THỨ BẢY, NGÀY 3 THÁNG 5 NĂM 2025; ÁN ĐỊNH CÁC ĐỊA ĐIỂM BỎ PHIẾU VÀ BỔ NHIỆM CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ CHO CUỘC BẦU CỬ; CHỈ THỊ VIỆC THÔNG BÁO VỀ CUỘC BẦU CỬ; ÁN ĐỊNH NGÀY BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC NẾU CẦN THIẾT; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC TỔ CHỨC CUỘC BẦU CỬ ĐÓ

- [3.](#) Approve Request from Tidy Up Tomball for City Support and In-Kind Services for the Tidy Up Tomball event in downtown Tomball and nearby areas, on Saturday, April 12, 2025, from 8:00 - 11:30 a.m.
- [4.](#) Approve Resolution No.2025-04 Authorizing the Application of a Grant, if awarded, from the office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation projects and authorizing execution of documents relative to the submission and acceptance of such grant.
- [5.](#) Approve a Professional Services Agreement with Westwood Professional Services, Inc. for conceptual design services for wayfinding signs, for a not-to-exceed amount of \$32,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
- [6.](#) Approve a Professional Services Agreement with Freese & Nichols, Inc. for construction phase services for the South Wastewater Treatment Plant Expansion, Project Number 2023-10003, for a not-to-exceed amount of \$4,764,500, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.
- [7.](#) Approve a services agreement renewal with North Water District Laboratory Services, Inc. for wastewater sampling and laboratory services for a total not-to-exceed amount of \$75,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.

8. Approve a Professional Services Agreement with PLW Waterworks, LLC for construction phase services of the first work package for the South Wastewater Treatment Plant Expansion (GMP 1) for a not-to-exceed amount of \$9,304,330.21, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.
9. Approve a Service Agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for Fiscal Year 2025, for a not-to-exceed amount of \$145,000 (Bid No. 2024-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Budget.
10. Adopt, **on First and Only Reading**, Ordinance No. 2025-04, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #3); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

H. New Business

1. Discussion and possible action to approve the Tomball Police Department Annual Data Capture Report – 2024 and authorize the posting of the information as required by Senate Bill 1074.
2. Receive a presentation from Perdue Brandon Fielder Collins & Mott regarding the City of Tomball’s property tax and municipal court fines and fees collections and hold a discussion.
3. Conduct a public hearing and consideration to approve Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-01, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances

by granting a Conditional Use Permit (CUP) to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Conduct a public hearing and consideration to approve Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

5. Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2025-03, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the city’s interest in said unimproved right-of-way; and containing other provisions relating to the subject.

6. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney
- Sec 551.076 – Deliberation Regarding Security Devices

I. Adjournment

C E R T I F I C A T I O N

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 31st day of January 2025 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1019 for further information.

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

- Proclamation - "Tidy Up Tomball Day: A Celebration of Environmental Stewardship and Community Impact"

Background:

Origination: Mayor

Recommendation:

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

Upcoming Events:

- February 13, 2025 – Kaffeeklatsch from 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room
- February 25, 2025 – Sam Houston Trail Riders Annual Reception from noon to 2 p.m. @ Tomball Depot Plaza
- March 8, 2025 – 2nd Saturday at the Depot from 5-9 p.m. @ Tomball Depot Plaza

Background:

Origination: Marketing Department

Recommendation:

Party(ies) responsible for placing this item on agenda:

Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

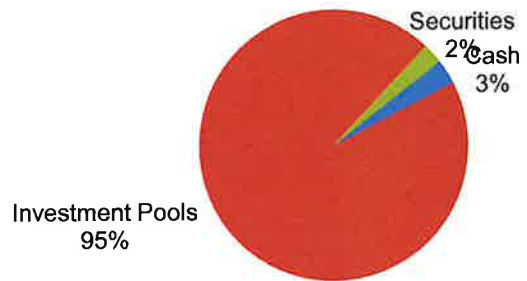
If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member Date City Manager Date

CITY OF TOMBALL QUARTERLY INVESTMENT REPORT December 31, 2024

	Market Value		
	9/30/2024	12/31/2024	Change
Cash	\$ 2,863,129	\$ 3,550,432	\$ 687,303
Investment Pools	112,362,811	114,861,276	2,498,465
Securities	6,839,074	2,923,392	(3,915,682)
Total Portfolio	\$ 122,065,014	\$ 121,335,101	\$ (729,913)

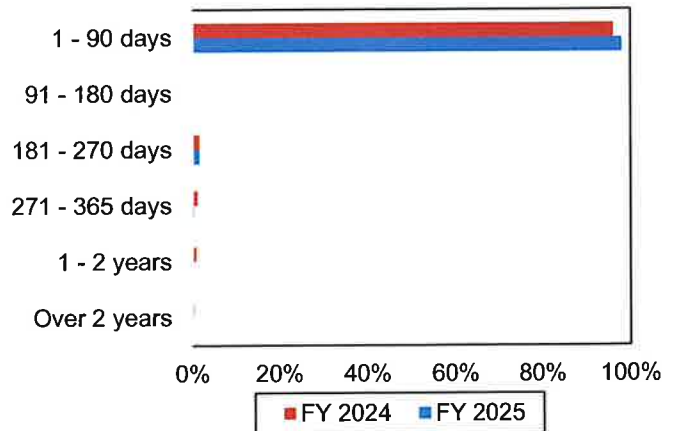
**Diversification by Type
as of December 31, 2024**



Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 118,910,225	98.0%
91 - 180 days	-	0.0%
181 - 270 days	1,927,835	1.6%
271 - 365 days	497,040	0.4%
1 - 2 years	-	0.0%
Over 2 years	-	0.0%
Total Portfolio	\$ 121,335,101	

**Diversification by Maturity
as of December 31, 2024**



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.


Bragg Farmer
Finance Director

**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
12/31/2024
December 31, 2024**

INVESTMENTS	COST	9/30/2024 MARKET	12/31/2024 RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	\$ 3,950,000	\$ 3,910,594	99.00%	3.290%	5.03%
Purchases	-	-			
Maturities/Calls	(1,000,000)	(1,000,000)			
Change in Value	-	12,798			
End of period	\$ 2,950,000	\$ 2,923,392	99.10%	1.721%	5.09%

**Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 191

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve Minutes of January 20, 2025, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

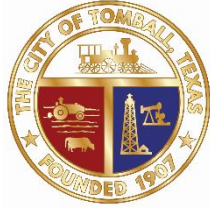
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member Date City Manager Date

**MINUTES OF SPECIAL CITY COUNCIL MEETING - WORKSHOP
CITY OF TOMBALL, TEXAS**



**Monday, January 20, 2025
5:00 PM**

- A. Mayor Pro-Tem Dunagin called the meeting of the City of Tomball Council to order at 5:02 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 5 Randy Parr

ABSENT

Mayor Lori Klein Quinn
Council 4 Lisa Covington

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney – Loren Smith (via zoom)
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Police Chief - Jeff Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Project Manager - Meagan Mageo

- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

No public comments received.

C. General Discussion

1. Workshop discussion only - Adopt on First Reading, Ordinance No. 2024-42, an Ordinance of the City of Tomball, Texas adding Section 44-67, Article 3, Operation of vehicles, engine brake prohibited, prohibiting the use of motor engine brakes (also known as “Jake Brakes”) within the City limits; containing findings and other provisions relating to the subject; declaring certain conduct to be unlawful; providing a penalty in an amount not to exceed \$2,000.00 for each violation of this Ordinance with every day constituting a new violation; providing for severability; providing for publication; and providing an effective date.

D. Proposed February 3, 2025, Agenda Items

1. Workshop discussion only - Approve a Professional Services Agreement with Westwood Professional Services, Inc. for conceptual design services for wayfinding signs, for a not-to-exceed amount of \$32,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.
2. Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.
3. Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.
4. Workshop discussion only - Approve a services agreement renewal with North Water District Laboratory Services, Inc. for wastewater sampling and laboratory services for a total not-to-exceed amount of \$75,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.

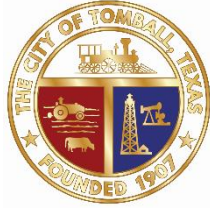
5. Workshop discussion only - Adopt, on First and Only Reading, Ordinance No. 2025-04, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #3); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.
 6. Workshop discussion only - Approve a Service Agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for Fiscal Year 2025, for a not-to-exceed amount of \$145,000 (Bid No. 2024-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2024-2025 Budget.
 7. Approve a Professional Services Agreement with Freese & Nichols, Inc. for construction phase services for the South Wastewater Treatment Plant Expansion, Project Number 2023-10003, for a not-to-exceed amount of \$4,847,000 (budget estimate), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.
 8. Workshop discussion only - Approve a Professional Services Agreement with PLW Waterworks, LLC for construction phase services of the first work package for the South Wastewater Treatment Plant Expansion (GMP 1) for a not-to-exceed amount of \$9,304,330.21, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.
 9. Approve a contract with Texas Wall Systems, LLC (DBA TWL, LLC) for the construction of the alley amenities for E&P Project 2017-10033 (RFP 2024-14) for a not-to-exceed amount of \$577,711, authorize the expenditure of funds therefor, and authorize the City Manager to execute contract. The amount is included in the Fiscal Year 2024-2025 Tomball Economic Development Budget.
- F. Meeting adjourned at 5:40 P.M.

PASSED AND APPROVED this 3rd day of February 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

**MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**Monday, January 20, 2025
6:00 PM**

- A. Mayor Pro-Tem Dunagin called the meeting of the City of Tomball Council to order at 6:00 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 5 Randy Parr

ABSENT

Mayor Lori Klein Quinn
Council 4 Lisa Covington

- B. Invocation - Led by Chaplain Earl Detwiler, Colonial Hills Bible Chapel.
- C. Pledges to U.S. and Texas Flags Councilman Ford.
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

No public comments were received.

- E. Reports and Announcements
1. Announcements

I. Upcoming Events:

January 25, 2025 – Harris County Sheriff's Office Junior Mounted Posse
Relay Ride 9:00 a.m. to 10:00 a.m. @ Tomball Depot Plaza

February 13, 2025 – Kaffeeklatsch 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room

February 25, 2025 – Sam Houston Trail Riders Annual Reception noon to 2 p.m. @ Tomball Depot Plaza

II. 2024 Employee of the Year – Dewayne Osgood, Gas Foreman

F. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of January 6, 2025, Special and Regular City Council meetings and the January 13, 2025, Special City Council meeting.
2. Approve the expenditure of greater than \$50,000 with Tyler Technologies for ERP, Utility Billing, Municipal Court, and other software services, hosting and supporting (ERP Pro 10) City operations totaling \$198,751.26, increasing the total not-to-exceed amount to \$562,703.26, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 budget.
3. Approve the expenditure of greater than \$50,000 with Insight Public Sector, Inc. for Microsoft 365, Adobe, and SysAid software products and licensing services for a total not-to-exceed amount of \$75,170.00, approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 budget.
4. Approve a contract with Pate Garver, LP for the construction of Phase I of the FM 2920 Lift Station Consolidation Project (Project No. 2019-10008), for a not-to-exceed amount of \$5,384,286.50 (Bid No. 2025-04), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
5. Adopt Resolution Number 2025-01, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2025 (Raburn Reserve Public Improvement District Number 10, Improvement Area #3).
6. Approve a services agreement renewal with Source Point Solutions, LLC to provide vector services and regular maintenance of sewer components for a total

not-to-exceed amount of \$160,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 5 Parr

Motion carried unanimously.

G. New Business

1. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

Sec. 551.072 – Deliberations regarding Real Property

- Executive Session Started: 6:11 PM
- Executive Session Ended: 6:27 PM

H. Meeting adjourned at 6:27 p.m.

PASSED AND APPROVED this 3rd day of February 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve Resolution No. 2025-03, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Regular City Officer's Election, to be Held in the City of Tomball on Saturday, May 3, 2025; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election

Aprobar la Resolución Nro. 2025-03, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 3 de mayo de 2025; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

第2025-03 號決議案 TEXAS州TOMBALL市市議會決議案及命令之內容包括：於2025年5月3日（週六）在TOMBALL市舉行市政官員常規選舉；為上述選舉指定投票所並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期（如果需要舉行決選）；以及就本選舉之舉行事宜作出具體規定。

NGHỊ QUYẾT SỐ 2025-03 NGHỊ QUYẾT VÀ LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, TEXAS, RA LỆNH TỔ CHỨC MỘT CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG LỆ, ĐƯỢC TỔ CHỨC TẠI THÀNH PHỐ TOMBALL VÀO THỨ BẢY, NGÀY 3 THÁNG 5 NĂM 2025; ÁN ĐỊNH CÁC ĐỊA ĐIỂM BỎ PHIẾU VÀ BỒ NHIỆM CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ CHO CUỘC BẦU CỬ; CHỈ THỊ VIỆC THÔNG BÁO VỀ CUỘC BẦU CỬ; ÁN ĐỊNH NGÀY BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC NẾU CẦN THIẾT; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC TỔ CHỨC CUỘC BẦU CỬ ĐÓ

Background:

Resolution No. 2024-03 orders the Regular City Officer's Election, which will be held on Saturday, May 3, 2025, for Mayor and Council Pos. 3.

The first day to file an Application for Place on Ballot was on January 15, 2025; the last day to file an Application for Place on Ballot is Friday, February 14, 2025 at 5:00 p.m.

Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 15, 2024.

As in previous years, a provision has been included in Section 2 to authorize the City Secretary to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified pool of Election Clerks if either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties for whatever reason.

Origination: Home Rule Charter, City Secretary

Recommendation:

Approve Resolution No. 2025-03

Party(ies) responsible for placing this item on agenda:

Tracylynn Garcia,
City Secretary

RESOLUTION NO. 2025-03

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ORDERING A REGULAR CITY OFFICER'S ELECTION, TO BE HELD IN THE CITY OF TOMBALL ON SATURDAY, MAY 3, 2025; DESIGNATING THE POLLING PLACES AND APPOINTING ELECTION OFFICIALS FOR SUCH ELECTION; DIRECTING THE GIVING OF NOTICE OF SUCH ELECTION; DESIGNATING THE DATE FOR A RUNOFF ELECTION IF NEEDED; AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1: It is hereby ordered that a Regular Election be held in and throughout the City of Tomball, Texas on the second Saturday in May, the 3rd day of May 2025, at which election the following officers shall be elected by the resident qualified voters in and for the said City of Tomball, to-wit:

POSITION

**MAYOR
COUNCIL POSITION 3**

Section 2: The present boundaries of the City constituting one election precinct, the polls shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the election at said polling place:

POLLING PLACE

Tomball City Hall
401 Market Street
Tomball, Texas 77375

ELECTION OFFICERS

Patsy Kinsey, Presiding Judge
Latrell Shannon, Alternate Presiding Judge.

The City Secretary is hereby authorized and directed to provide a copy of the RESOLUTION to the judges as written notice of their appointment as required by Section 32.009 of the Texas Election Code. If either the Presiding Judge or the Alternate Presiding Judge is unable to perform his/her assigned duties, the City Secretary is authorized to select an Acting Presiding or Acting Alternate Presiding Judge from the qualified Election Clerks, as needed.

The Presiding Judge shall have the authority to appoint no more than seven (7) clerks to assist in the holding of such election, but in no event shall the Presiding Judge appoint less than two clerks. Said election officers shall also serve as the Early Voting Ballot Board for such election; the Presiding Judge of such election precinct shall also serve as the Presiding Officer of the Early Voting Ballot Board.

The Election Judge shall be compensated at an hourly rate of \$18.00; early voting clerks and election clerks shall be compensated at an hourly rate of \$17.00 as provided by Title 3, Section 32.091(a) of the State Election Code. The Election Judge shall be compensated in the amount of \$25 for the delivery of election equipment and supplies as provided by Title 3, Section 32.092(a) of the State Election Code, if such delivery is necessary. The City will pay for any required training of the City's election judges and clerks. Judges and clerks will also be reimbursed for travel and will be paid at the set hourly rates for training time.

Section 3: The City Secretary is hereby appointed the Elections Clerk for early voting; the appointment of a deputy clerk or clerks for early voting by the City Secretary shall be in accordance with Section 83.001 *et seq.* of the Texas Election Code. The place for early voting for such election is hereby designated as:

City Hall
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375.

In order to meet the requirements of Section 85.005 of the Election Code, on each day for early voting which is not a Saturday, a Sunday, or an official state holiday, beginning on April 22, 2025 through April 29, 2025 of such election, said clerks shall keep City Hall open Monday through Friday from seven forty-five o'clock (7:45) a.m. until five o'clock (5:00) p.m.

Said clerks shall not permit anyone to vote early by personal appearance on any day which is not a regular working day for the clerk's office, and under no circumstances shall they permit anyone to vote early by personal appearance at any time when such office is not open to the public. The above-described place for early voting is also the clerk's mailing address to which ballot applications and ballots voted by mail may be sent. The early voting clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 4: All ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used for early voting by mail and the HART Intercivic Verity Duo Voting System shall be used for early voting by personal appearance and voting on Election Day. The City Council hereby adopts for use in early and Election Day voting the HART Intercivic Verity Duo Voting System as approved by the Secretary of State. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials is hereby authorized.

Section 5: The City Secretary is hereby authorized and directed to furnish all necessary election supplies to conduct such election.

Section 6: Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary after the closing of the polls.

Section 7: Said election shall be held in accordance with the provisions of Article XI, Section 11 of the Constitution of Texas, which provides that a municipality having terms exceeding two (2) years must fill any vacancy within 120 days after such vacancy occurs, the Texas Election Code and the Federal Voting Rights Act of 1965, as amended. Only duly qualified resident electors of the City of Tomball shall be qualified to vote.

Section 8: The first day to file an application for place on ballot is January 15, 2025. All candidates for election for the Office of City Council, Mayor, and City Council, Position 3, must file their names with the City Secretary of the City of Tomball, Texas, by 5:00 P.M. on February 14, 2025 in order for their names to be included on the Official Ballot.

Section 9: Should a Runoff Election be required, the date of the Runoff Election is designated to be Saturday, June 7, 2025. Early voting for the Runoff Election will begin May 26, 2025, and end June 3, 2025. All terms, conditions, and provisions established for May 3, 2025, Regular City Officers Election shall apply to the Runoff Election.

Section 10: The City Secretary is hereby authorized and instructed to give Notice of said election as required by law.

PASSED, APPROVED and RESOLVED this ____ day of January 2025.

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

TRACYLYNN GARCIA, City Secretary
City of Tomball

RESOLUCIÓN NRO. 2025-03

UNA RESOLUCIÓN Y ORDEN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, QUE ORDENA UNA ELECCIÓN ORDINARIA DE FUNCIONARIOS MUNICIPALES, A CELEBRARSE EN LA CIUDAD DE TOMBALL EL SÁBADO 3 DE MAYO DE 2025, DESIGNA LOS LUGARES DE VOTACIÓN Y NOMBRA LOS FUNCIONARIOS ELECTORALES PARA DICHA ELECCIÓN, INSTRUYE LA ENTREGA DEL AVISO DE DICHA ELECCIÓN, DESIGNA LA FECHA PARA UNA ELECCIÓN DE SEGUNDA VUELTA EN CASO DE SER NECESARIA Y DISPONE LOS DETALLES RELATIVOS A LA CELEBRACIÓN DE DICHA ELECCIÓN

* * * * *

EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS DETERMINA:

Sección 1: Por la presente, se ordena que se realice una Elección Ordinaria en toda la Ciudad de Tomball, Texas, el segundo sábado de mayo, el día 3 de mayo de 2025, elección en la cual los residentes que sean votantes habilitados votarán para elegir a los siguientes funcionarios para la mencionada Ciudad de Tomball, a saber:

POSICIÓN

**ALCALDE/SA
POSICIÓN 3 DEL CONSEJO**

Sección 2: Los límites actuales de la Ciudad conformarán un precinto electoral, los lugares de votación estarán abiertos para votar desde las siete de la mañana (7:00 a.m.) hasta las siete de la tarde (7:00 p.m.) en el siguiente lugar de votación, y por la presente se designan a los siguientes funcionarios para llevar a cabo la elección en dicho lugar de votación:

LUGAR DE VOTACIÓN

Tomball City Hall
401 Market Street
Tomball, Texas 77375

FUNCIONARIOS ELECTORALES

Patsy Kinsey, Juez Presidente
Latrell Shannon, Juez Presidente Alterno

Por la presente, se autoriza e instruye a la Secretaria de la Ciudad a entregar una copia de esta RESOLUCIÓN a los jueces en calidad de aviso por escrito de su designación según lo exige la Sección 32.009 del Código Electoral de Texas. Si fuera necesario y el Juez Presidente o el Juez Presidente Alterno no pudiera desempeñar sus funciones asignadas, el Secretario de la Ciudad está autorizado a escoger un Juez Presidente Actuante o Juez Presidente Alterno Actuante entre los Oficiales Electorales calificados.

El Juez Presidente estará autorizado para nombrar a no más de siete (7) funcionarios para colaborar en la celebración de dicha elección, pero bajo ninguna circunstancia el Juez Presidente nombrará menos de dos funcionarios. Dichos funcionarios electorales además actuarán como el Consejo de Boletas de Votación Anticipada para dicha elección; el Juez Presidente para dicho precinto electoral también actuará como Funcionario que preside el Consejo de Boletas de Votación Anticipada.

El Juez de la Elección recibirá una remuneración con una tarifa por hora de \$18.00; los oficiales de votación anticipada y los funcionarios electorales recibirán remuneración con una tarifa por hora de \$17.00 según lo dispone la Sección 32.091(a) del Título 3 del Código Electoral del Estado. El Juez de la Elección recibirá una remuneración con una cantidad de \$25 por la entrega de equipamiento y suministros de la elección según lo dispone la Sección 32.092(a) del Título 3 del Código Electoral del Estado, si dicha entrega fuera necesaria. La Ciudad pagará por cualquier capacitación requerida para los jueces y los oficiales de la elección de la Ciudad. Los jueces y los oficiales también recibirán el reembolso de los gastos de transporte y se les pagarán las tarifas por hora establecidas por el tiempo de capacitación.

Sección 3: Por la presente se designa a la Secretaria de la Ciudad como Oficial de las Elecciones para la votación anticipada; la designación de uno o más suboficiales para la votación anticipada por la Secretaria de la Ciudad se realizará de acuerdo con la Sección 83.001 y siguientes del Código Electoral de Texas. Por la presente se designa el lugar de votación anticipada para dicha elección como:

City Hall
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375

Con el fin de satisfacer los requisitos de la Sección 85.005 del Código Electoral, todos los días de la votación anticipada, salvo sábados, domingos o feriados oficiales del estado, a partir del 22 de abril de 2025 hasta el 29 de abril de 2025, inclusive, de dicha elección, dichos oficiales mantendrán la Alcaldía abierta de lunes a viernes desde las siete y cuarenta y cinco de la mañana (7:45 a.m.) hasta las cinco en punto de la tarde (5:00 p.m.).

Dichos oficiales no le permitirán a nadie votar con anticipación en persona durante ningún día que no sea un día laboral regular para la oficina del oficial, y bajo ninguna circunstancia le permitirán a nadie votar con anticipación en persona en cualquier horario en el cual dicha oficina no está abierta al público. El lugar descrito anteriormente para la votación anticipada también es la dirección postal del oficial a la cual se deben enviar las solicitudes de boleta de votación y las boletas de votación por correo. El oficial de votación anticipada, de acuerdo a las disposiciones del Código Electoral de Texas, mantendrá una lista que incluye cada persona que vota con anticipación en persona y cada persona a la que se le envía una boleta de votación por correo. La lista tendrá una forma aprobada por el Secretario de Estado.

Sección 4: Todas las boletas de votación serán preparadas de acuerdo con el Código Electoral de Texas. Las boletas de votación de papel se usarán para la votación anticipada por correo y el Sistema de votación Intercivic Verity Duo de HART se usará para la votación anticipada en persona y para la votación del Día de Elección. Por la presente, el Consejo Municipal adopta para uso en la votación anticipada y la votación del Día de Elección el Sistema de votación Intercivic Verity Duo de HART según lo aprobó la Secretaría de Estado. Por

la presente, se autorizan todos los gastos necesarios para la realización de la elección, la compra de materiales para ella y el empleo de todos los funcionarios electorales.

Sección 5: Por medio de la presente se autoriza e instruye a la Secretaria de la Ciudad a proporcionar todos los suministros necesarios para llevar a cabo dicha elección.

Sección 6: Se dará aviso de esta elección de acuerdo con las disposiciones del Código Electoral de Texas y los resultados de dicho aviso se realizarán según lo dispone el mencionado Código. La Alcaldesa emitirá todas las órdenes y los escritos necesarios para dicha elección, y los resultados de dicha elección serán entregados a la Secretaria de la Ciudad después del cierre de los lugares de votación.

Sección 7: Dicha elección se llevará a cabo de acuerdo con las disposiciones de la Sección 11 del Artículo XI de la Constitución de Texas, que dispone que una municipalidad que tiene mandatos que superan los dos (2) años debe cubrir cualquier vacante dentro de los 120 días posteriores a que se produzca dicha vacante, el Código Electoral de Texas y la Ley Federal de Derecho al Voto de 1965 y sus enmiendas. Solo los residentes que sean votantes debidamente habilitados de la Ciudad de Tomball podrán votar.

Sección 8: El primer día para presentar la solicitud para obtener un lugar en la boleta de votación es el 15 de enero de 2025. Todos los candidatos para ocupar el cargo de Alcalde/sa en el Consejo Municipal y la Posición 3 en el Consejo Municipal deben presentar sus nombres ante la Secretaria de la Ciudad de la Ciudad de Tomball, Texas, antes de las 5:00 p.m. del 14 de febrero de 2025 , a fin de que sus nombres sean incluidos en la Boleta Oficial de Votación.

Sección 9: En caso de ser necesaria una Elección de Segunda Vuelta, se designa el sábado 7 de junio de 2025 como la fecha de la elección de segunda vuelta. La votación anticipada para la Elección de Segunda Vuelta comenzará el 26 de mayo de 2025 y finalizará el 3 de junio de 2025. En la Elección de Segunda Vuelta se aplicarán todos los términos, las condiciones y las disposiciones estipulados para la Elección Ordinaria de Funcionarios Municipales del 3 de mayo de 2025.

Sección 10: Por la presente se autoriza e instruye a la Secretaria de la Ciudad a dar Aviso de dicha elección según lo requiere la ley.

ACEPTADA, APROBADA y RESUELTA este día ____ de enero de 2025.

LORI KLEIN QUINN, Alcaldesa
Ciudad de Tomball

ATESTIGUA:

TRACYLYNN GARCIA, Secretaria de la Ciudad
Ciudad de Tomball

NGHỊ QUYẾT SỐ 2025-03

NGHỊ QUYẾT VÀ LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, TEXAS, RA LỆNH TỔ CHỨC MỘT CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG LỆ, ĐƯỢC TỔ CHỨC TẠI THÀNH PHỐ TOMBALL VÀO THỨ BẢY, NGÀY 3 THÁNG 5 NĂM 2025; ÁN ĐỊNH CÁC ĐỊA ĐIỂM BỎ PHIẾU VÀ BỔ NHIỆM CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ CHO CUỘC BẦU CỬ; CHỈ THỊ VIỆC THÔNG BÁO VỀ CUỘC BẦU CỬ; ÁN ĐỊNH NGÀY BẦU CỬ QUYẾT ĐỊNH CHUNG CUỘC NẾU CẦN THIẾT; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC TỔ CHỨC CUỘC BẦU CỬ ĐÓ

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VÌ VẬY BÂY GIỜ, HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS RA LỆNH:

Mục 1: Theo đây, ra lệnh tổ chức một Cuộc Bầu Cử Thường Lệ trong và trên toàn Thành Phố Tomball, Texas vào ngày thứ Bảy thứ hai của tháng Năm, ngày 3 tháng Năm, 2025, và trong cuộc bầu cử đó, các viên chức sau đây sẽ được bầu chọn bởi các cử tri đủ điều kiện và cư trú trong Thành phố Tomball, cụ thể như sau:

VI TRÍ

THỊ TRƯỞNG HỘI ĐỒNG THÀNH PHỐ VI TRÍ 3

Mục 2: Các ranh giới hiện tại của Thành Phố tạo thành một khu vực bầu cử, các phòng phiếu sẽ mở cửa để bỏ phiếu từ bảy giờ (7:00) sáng đến bảy giờ (7:00) tối tại địa điểm bỏ phiếu sau đây và những người sau đây được chỉ định là các viên chức để tiến hành cuộc bầu cử tại địa điểm bỏ phiếu nói trên:

ĐỊA ĐIỂM PHÒNG PHIẾU

Tomball City Hall
401 Market Street
Tomball, Texas 77375

CÁC VIÊN CHỨC PHỤ TRÁCH BẦU CỬ

Patsy Kinsey, Trưởng Ban Bầu Cử
Latrell Shannon, Trưởng Ban Bầu Cử Dự Khuyết

Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và được chỉ thị cung cấp một bản sao của NGHỊ QUYẾT cho các trưởng ban bầu cử dưới dạng thông báo bằng văn bản về việc bổ nhiệm họ theo yêu cầu của Mục 32.009, Bộ Luật Bầu Cử Texas. Nếu Trưởng Ban hoặc Trưởng Ban Bầu Cử Dự Khuyết không thể thực hiện nhiệm vụ được giao, Thư Ký Hội Đồng Thành Phố được ủy quyền chọn một Quyền Trưởng Ban hoặc Trưởng Ban Bầu Cử Dự Khuyết từ các Thư Ký Bầu Cử đủ điều kiện, nếu cần.

Trưởng Ban Bầu Cử có quyền chỉ định không quá bảy (7) thư ký để yểm trợ tổ chức cuộc bầu cử đó, nhưng trong mọi trường hợp, Trưởng Ban Bầu Cử không được chỉ định ít hơn hai thư ký. Các viên chức bầu cử nói trên cũng sẽ đóng vai trò là Hội Đồng Bỏ Phiếu Sớm cho cuộc bầu cử; Trưởng Ban của khu vực bầu cử đó cũng sẽ đóng vai trò là Chủ Tịch Hội Đồng Bỏ Phiếu Sớm.

Trưởng Ban Bầu Cử sẽ được trả thù lao theo giờ là \$18.00; thư ký bỏ phiếu sớm và thư ký bầu cử sẽ được trả thù lao theo giờ là \$17.00 theo quy định của Tiêu Đề 3, Mục 32.091(a) của Bộ Luật Bầu Cử Tiểu Bang. Trưởng Ban Bầu Cử sẽ được bồi thường số tiền 25 đô la cho việc cung cấp thiết bị bầu cử và vật tư theo Tiêu Đề 3, Mục 32.092(a) của Bộ Luật Bầu Cử Tiểu Bang, nếu việc cung cấp đó là cần thiết. Thành Phố sẽ trả tiền cho bất kỳ khóa huấn luyện bắt buộc nào dành cho các trưởng ban và thư ký bầu cử của Thành Phố. Các Trưởng Ban và thư ký cũng sẽ được hoàn trả chi phí đi lại và sẽ được trả thù lao theo mức quy định theo giờ cho thời gian huấn luyện.

Mục 3: Thư Ký Hội Đồng Thành Phố theo đây được bổ nhiệm làm Thư Ký Bầu Cử phụ trách bỏ phiếu sớm; việc bổ nhiệm một phó thư ký hoặc các thư ký phụ trách bỏ phiếu sớm của Thư Ký Hội Đồng Thành Phố sẽ tuân theo Mục 83.001 và các mục tiếp theo của Bộ luật Bầu cử Texas. Địa điểm bỏ phiếu sớm cho cuộc bầu cử nói trên theo đây được chỉ định là:

City Hall
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375

Để đáp ứng các yêu cầu của Mục 85.005 của Bộ Luật Bầu Cử, vào mỗi ngày bỏ phiếu sớm không phải là thứ Bảy, Chủ Nhật, hoặc ngày lễ chính thức của tiểu bang, bắt đầu vào ngày 22 tháng Tư, 2025 cho đến hết ngày 29 tháng Tư, 2025 của cuộc bầu cử đó, các thư ký nói trên sẽ tiếp tục mở cửa Tòa Thị Chính từ bảy giờ bốn mươi lăm phút (7:45) sáng đến năm giờ (5:00) chiều thứ Hai đến thứ Sáu.

Các thư ký nói trên sẽ không cho phép bất kỳ ai đích thân đến bỏ phiếu sớm vào bất kỳ ngày nào không phải là ngày làm việc bình thường của văn phòng thư ký, và trong mọi trường hợp, họ sẽ không cho phép bất kỳ ai đích thân đến bỏ phiếu sớm vào bất kỳ thời điểm nào khi văn phòng đó không mở cửa cho công chúng. Địa điểm bỏ phiếu sớm nói trên cũng là địa chỉ nhận thư của thư ký mà các đơn xin lá phiếu và phiếu bầu qua thư có thể gửi đến. Theo các điều khoản của Bộ Luật Bầu Cử Texas, thư ký phụ trách bỏ phiếu sớm sẽ duy trì một danh sách từng người đích thân đến bỏ phiếu sớm và từng người được gửi lá phiếu bầu qua thư. Danh sách sẽ được lưu giữ theo mẫu điền đã được Tổng Trưởng Tiểu Bang phê duyệt.

Mục 4: Tất cả các lá phiếu sẽ được chuẩn bị theo Bộ Luật Bầu Cử Texas. Các lá phiếu bằng giấy sẽ được sử dụng để bỏ phiếu sớm qua thư và Hệ Thống Bỏ Phiếu HART Intercivic Verity Duo sẽ được sử dụng để bỏ phiếu sớm trực tiếp và bỏ phiếu vào Ngày Bầu Cử. Hội Đồng Thành Phố theo đây thông qua việc sử dụng Hệ Thống Bỏ Phiếu HART Intercivic Verity Duo trong thời gian sớm và trong ngày bầu cử như đã được Tổng Trưởng Tiểu Bang phê chuẩn. Tất cả các chi phí cần thiết cho việc tiến hành cuộc bầu cử, việc mua tài liệu và việc làm của tất cả các quan chức bầu cử đều được cho phép.

Mục 5: Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và chỉ đạo cung cấp tất cả các vật tư bầu cử cần thiết để tiến hành cuộc bầu cử đó.

Mục 6: Thông báo về cuộc bầu cử này sẽ được đưa ra theo các quy định của Bộ Luật Bầu Cử Texas và việc hồi âm thông báo sẽ được thực hiện theo quy định trong Bộ Luật nói trên. Thị Trưởng sẽ ban hành tất cả các lệnh và chỉ thị cần thiết cho cuộc bầu cử nói trên, và kết quả của cuộc bầu cử sẽ được gửi cho Thư Ký Hội Đồng Thành Phố sau khi các địa điểm phòng phiếu đóng cửa.

Mục 7: Cuộc bầu cử nói trên sẽ được tổ chức theo quy định của Điều XI, Mục 11 của Hiến Pháp Texas, trong đó quy định rằng một thành phố có các nhiệm kỳ trên hai (2) năm phải bầu chọn người đảm trách bất kỳ vị trí trống nào trong vòng 120 ngày sau khi vị trí trống đó xảy ra, Bộ Luật Cuộc Bầu Cử Texas và Đạo Luật về Quyền Bầu Cử Liên Bang năm 1965, đã được sửa đổi. Chỉ những cử tri là cư dân hội đủ điều kiện hợp lệ của Thành phố Tomball mới hội đủ điều kiện bỏ phiếu.

Mục 8: Ngày đầu tiên nộp đơn xin ghi tên tranh cử trên lá phiếu là ngày 15 tháng Một, 2025. Tất cả các ứng cử viên cho cuộc bầu cử vào Chức Vụ Hội Đồng Thành Phố, Thị Trưởng, và Hội Đồng Thành Phố, Vị Trí 3, phải nộp tên cho Thư Ký Hội Đồng Thành Phố của Thành Phố Tomball, Texas, trước 5:00 chiều ngày 14 tháng Hai, năm 2025 để được ghi tên trong Lá Phiếu Chính Thức.

Mục 9: Nếu cần phải tổ chức Bầu Cử Quyết Định Chung Cuộc, thì ngày Bầu Cử Quyết Định Chung Cuộc sẽ được ấn định là thứ Bảy, ngày 7 tháng Sáu, 2025. Thủ tục bỏ phiếu sớm cho Cuộc Bầu Cử Quyết Định Chung Cuộc sẽ bắt đầu vào ngày 26 tháng Năm, 2025 và kết thúc ngày 3 tháng Sáu, 2025. Tất cả các điều khoản, điều kiện và quy định được thiết lập cho Cuộc Bầu Cử Viên Chức Thành Phố Thường Lệ ngày 3 tháng Năm, 2025 sẽ áp dụng cho Cuộc Bầu Cử Quyết Định Chung Cuộc.

Mục 10: Thư Ký Hội Đồng Thành Phố theo đây được ủy quyền và được chỉ thị đưa ra Thông Báo về cuộc bầu cử nói trên theo yêu cầu của pháp luật.

ĐÃ THÔNG QUA, PHÊ DUYỆT và QUYẾT ĐỊNH vào ngày ____ tháng Một, 2025.

LORI KLEIN QUINN, Thị Trưởng
Thành Phố Tomball

CHỨNG THỰC:

TRACYLYNN GARCIA, Thư Ký Thành Phố
Thành Phố Tomball

第2023-01號決議案

TEXAS州TOMBALL市市議會決議案及命令之內容包括：於2025年5月3日（週六）在TOMBALL市舉行市政官員常規選舉；為上述選舉指定投票所並任命選舉官員；就發出本選舉之通知作出指示；指定決選舉行日期（如果需要舉行決選）；以及就本選舉之舉行事宜作出具體規定。

* * * * *

TEXAS州TOMBALL市市議會決議如下：

第1節： 現命令於2025年5月3日（即5月第二個週六）在Texas州Tomball市舉行一項常規選舉，藉此由Tomball市合資格居民選民投票選出以下官員：

席位

市長

議會席位3號

第2條： 本市之當前範圍可構成一選區；下列投票所應於上午七時(7:00)至晚上七時(7:00)開放，以便選民進行投票；現任命以下人士擔任選舉官員，負責執行該投票所之選舉：

投票所

Tomball City Hall
401 Market Street
Tomball, Texas 77375

選舉官員

Patsy Kinsey, 首席法官
Latrell Shannon, 候補首席法官

根據Texas州選舉法第32.009節之規定，現授權並指示市秘書長向選舉法官提供本決議案之副本，作為其書面委任通知。若首席法官或候補首席選舉法官無法行使其職責，則市秘書長有權在必要時選擇一名合資格之選舉書記官擔任代理首席法官或代理候補首席法官。

首席法官有權任命不超過七(7)名書記官來協助舉行本次選舉，但在任何情況下，首席法官任命之書記官均不得少於兩人。上述選舉官員還應擔任本次選舉的提前投票選票委員會成員，本選區之首席法官還應擔任提前投票選票委員會首席官員。

依據州選舉法第3篇第32.091(a)節之規定，選舉法官應獲得時薪為18.00美元的報酬；提前投票書記官和選舉書記官應獲得時薪為17.00美元的報酬。依據州選舉法第3篇第32.092(a)節之規定，如需運送選舉設備及用品，選舉法官應獲得金額為25美元的報酬。本市選舉法官與書記官的一切必要培訓費用應由本市承擔。法官與書記官的差旅費用應亦予以報銷，且培訓期間應按照規定時薪獲得報酬。

第3節： 現任命市秘書長為提前投票的選舉書記官，並由市秘書長依照Texas州選舉法第83.001節及其後條款之規定，任命一名或多名提前投票助理書記官。本選舉之提前投票地點為：

City Hall
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375

為符合選舉法第85.005條的規定，上述書記官應確保市政廳於提前投票期間的每一天從2025年4月22日至2025年4月29日（週六、週日或法定州節假日除外），週一至週五的上午七時四十五分(7:45)至下午五時(5:00)保持開放。

上述書記官不得允許任何人士於非書記官辦公室正常工作日進行親自出席提前投票，並且在任何情況下，都不得允許任何人士於非書記官辦公室面向公眾開放的時間進行親自出席提前投票。選票申請與郵寄選票亦可寄往上述提前投票地點，收件人為上述書記官。依據Texas州選舉法規定，提前投票書記官應記錄一份名單，上面載有每位參加親自出席提前投票的選民及每位寄送郵寄選票的選民。該名單應採用州務卿許可的形式記錄。

第4節： 所有選票都應依照Texas州選舉法製備。紙質選票應當用於提前郵遞投票，HART Intercivic Verity Duo投票系統應當用於親自出席提前投票和選舉日投票。市議會依據州務卿之授權，現決定在提前投票和選舉日投票中採用HART Intercivic Verity Duo投票系統。舉行本次選舉、購買相關材料及僱傭所有選舉官員所需的一切支出亦在此予以批准。

第5節： 現授權並指示市秘書長佈置所有必要的選舉用品以舉行本次選舉。

第6節： 本選舉通知應依據Texas州選舉法之規定發出；上述通知的回執確認亦應依據上述選舉法規定執行。市長應簽發本選舉的所有必要命令及令狀；投票關閉后，應向市秘書長提交本選舉的選票報告。

第7節： 本次選舉應依照Texas州憲法第XI條第11節之規定舉行。Texas州憲法規定，若任期超過兩(2)年的市政職位出現空缺，則應於120天內，根據Texas州選舉法與經修訂的1965年聯邦投票權法案，予以填補。唯有合資格的Tomball市居民選民有資格進行投票。

第8節： 自2025年1月15日起，可提交選票席位申請書。競選市議員職位（市長和市議會第3號席位）的所有候選人應於2025年2月14日下午5:00前將其姓名提交至Texas州Tomball市市秘書長，以便其姓名得以載入正式選票。

第9節： 如需舉行決選，則舉行日期定為2025年6月7日（週六）。決選提前投票將於2025年5月26日開始，直至2025年6月3日結束。為2025年5月3日常規市政官員選舉制定的所有條款、條件及規定同樣適用於決選。

第10節： 現授權並指示市秘書長根據法律規定發出關於本選舉的通知。

本決議案已於2025年1月 _____ 日獲得通過、獲准及決議。

LORI KLEIN QUINN, 市長
Tomball市

見證：

TRACYLYNN GARCIA, 市秘書長
Tomball市

ORDEN DE ELECCIÓN GENERAL PARA MUNICIPALIDADES

Por la presente, se ordena la celebración de una Elección General el 3 de mayo de 2025 con el fin de elegir un Alcalde y la Posición 3 del Consejo.

La votación anticipada en persona se llevará a cabo entre semana en: 401 Market Street, Tomball, Texas 77375, en el horario de 7:45 a.m. a 5:00 p.m. de lunes a viernes.

Las solicitudes de boletas de voto por correo deben ser enviadas a:

Secretaria de la Ciudad Correo electrónico: cso@tomballtx.gov
(Nombre de la Oficial de Votación Anticipada)

401 Market Street
(Dirección)

Tomball, TX 77375
(Ciudad) (Código postal)

Las solicitudes de boletas de votación por correo (ABBM, en inglés) deben recibirse a más tardar al cierre del horario laboral del 22 de abril de 2025.

Las solicitudes de tarjeta postal federal (FPCA, en inglés) deben recibirse a más tardar al cierre del horario laboral del 22 de abril de 2025.

Emitido este día 3 de febrero de 2025.

(Firma del Alcalde)

LỆNH YÊU CẦU TỔ CHỨC CUỘC TỔNG TUYỂN CỬ CUỘC BẦU CỬ ĐẶC BIỆT CHO CÁC THÀNH PHỐ

Theo đây ra lệnh tổ chức một Cuộc Tổng Tuyển Cử vào ngày 3 tháng Năm, 2025 để: bầu chọn cho chức vụ Thị Trưởng và Ủy Viên Hội Đồng Vị Trí 3.

Thủ tục đích thân tới bỏ phiếu sớm sẽ được tiến hành vào mỗi ngày trong tuần, tại: 401 Market Street, Tomball, Texas 77375, từ 7:45 sáng đến 5 giờ chiều, thứ Hai đến thứ Sáu.

Địa chỉ nhận đơn xin lá phiếu bầu qua thư:

Thư Ký Hội Đồng Thành Phố Email: cs0@tomballtx.gov
(Tên của Thư Ký Phụ Trách Bỏ Phiếu Sớm)

401 Market Street
(Địa Chỉ)

Tomball, TX 77375
(Thành phố) (Số Zip Code)

Đơn xin lá phiếu bầu bằng thư (ABBM's) phải đến nơi trễ nhất là cuối giờ làm việc ngày 22 tháng Tư, 2025.

Các đơn gửi qua Đường Bưu điện Liên bang (FPCA's) phải nhận được trễ nhất là cuối giờ làm việc ngày 22 tháng Tư, 2025.

Ban hành ngày 3 tháng Hai 2025.

(Chữ Ký của Thị Trưởng)

市政普通選舉命令

茲定於2025年3月3日舉行一項普通選舉，目的是選出市長和議會第3號席位的當選者。

親自出席提前投票將於每個工作日進行，地點為：401 Market Street, Tomball, Texas 77375；投票時間為週一至週五，上午7:45至下午5:00。

郵遞選票申請應寄至：

市秘書長 電郵: csotomballtx.gov
(提前投票書記官姓名)

401 Market Street
(地址)

Tomball, TX 77375
(城市) (郵遞區號)

郵遞選票申請 (ABBM' s) 必須在2025年4月22日辦公結束前寄達。

聯邦明信片申請 (FPCA' s) 必須在2025年4月22日辦公結束前寄達。

發布日期：2025年2月3日。

(市長簽名)



SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: Jan 22, 2025 Is this event Co-City sponsored? Yes No

Request for permission to use a public venue for the following type of event (please check one):

Festival Community Event Arts & Crafts Event Music Event Other (specify) _____

1. Event title: Tidy Up Tomball

2. Sponsoring entity: Tidy Up Tomball Inc.

3. Is this organization based in Tomball: Yes No

4. Is this organization *non-profit* or *for-profit* *Attach 501 (c) (3) tax exemption if applicable

5. Contact: Amanda Trickey Phone: 512.632.5662

6. Contact address: 30703 Raleigh Creek Dr

7. Contact email: Amanda@marketingtomball.com

8. Event date: April 12, 2025

9. Event times: Start 8am Finish 11: 30 am Set-up 5:30 am Breakdown 1:30pm

10. Is this event for charity? Yes No

11. If yes, what charity? _____ Tax ID _____

12. If yes, what percentage of net proceeds will be donated to the charity? _____

13. On-site contact: Amanda Trickey Mobile #: 512.632.5662

14. Estimated number of attendees: 500

15. Detailed site map in attached: Yes No

16. Is this event open to the public: Yes No

17. Admission fee: \$ _____ Free

18. Time at which event staff will begin to arrive: 5:30am - Set up Kick off - Map TBD b4 event

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial _____

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial [Signature]

21. Name of insurance carrier: United States Liability Insurance Group

22. Are Fireworks included in your event? No Yes (Must submit Fireworks Event Application)

Signature: [Signature], Treasurer

FOR OFFICIAL USE - Fee required: Yes _____ No Amount Due: \$ _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TWFG Insurance Services Denise Davis 30310 B State Highway 249 Tomball, Texas 77375-2189	CONTACT NAME: Denise Davis PHONE (A/C. No. Ext): 832-559-1595 E-MAIL ADDRESS: ddavis@twfg.com	FAX (A/C. No): 832-497-5471	
	INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins Co		NAIC #
INSURED Tidy Up Tomball, Inc 30703 Raleigh Creek Drive Tomball, TX 77375	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		NBP156977A	01/30/2025	01/30/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> ANY AUTO						GENERAL AGGREGATE	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per person)	\$
	DED	RETENTION \$					BODILY INJURY (Per accident)	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PROPERTY DAMAGE (Per accident)	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A					\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
A	Directors & Officers Liability	Y		NBP156977A	01/30/2025	01/30/2026	E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Each Claim Limit	\$1,000,000
							Aggregate Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured with a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Tomball
 501 James Street
 Tomball, TX 77375

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve Request from Tidy Up Tomball for City Support and In-Kind Services for the Tidy Up Tomball event in downtown Tomball and nearby areas, on Saturday, April 12, 2025, from 8:00 - 11:30 a.m.

Background:

The mission for Tidy Up Tomball is to eliminate waste and litter throughout Tomball. Through collaborative partnerships and volunteer efforts, they are cultivating an eco-conscious culture that empowers residents to care for their surroundings. Tidy Up Tomball holds bi-annual cleanups, fostering connections among change-driven individuals and physically rejuvenating the environment. The estimated In-Kind Services is \$1,840

In-Kind Request for Services:

Service/Support	Cost
Public Works	\$560
Police	\$1,280
Total	\$1,840

Origination:

Staff will arrive at 5:30 a.m. for setup. The event will begin at 8:00 a.m. and run through 11:30 a.m. Breakdown should last until 1:30 p.m. There will be an estimated 400 people at the event location, near Tomball Baptist Church parking lot.

Recommendation:

To help with the efficiency of the event, we request the City of Tomball for the following in-kind services (as needed): Police, Fire, Public Works, and Coordination.

Party(ies) responsible for placing this item on agenda: Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve Resolution No.2025-04 Authorizing the Application of a Grant, if awarded, from the office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2026 State and Local Cybersecurity Grant Program (SLCGP) – Mitigation projects and authorizing execution of documents relative to the submission and acceptance of such grant.

Background:

This is a grant provided to local governments in the State of Texas for continuing cybersecurity protection based on the State’s Cybersecurity Plan. This is a partial grant to cover half the budgeted cost for this project. The Budgeted amount is \$55,000.00 and this grant will cover \$55,000 of the total expense.

Origination: Tom Wilson

Recommendation:

Party(ies) responsible for placing this item on agenda: Tom Wilson

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: _____ If yes, specify Account Number: # 100-117-6320

If no, funds will be transferred from account # _____ To account # _____

Signed Tom Wilson 02-3-2025 Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2025-04

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE APPLICATION OF A GRANT, IF AWARDED, FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR FUNDING ASSISTANCE THROUGH THE FY 2026 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) - MITIGATION PROJECTS AND AUTHORIZING EXECUTION OF DOCUMENTS RELATIVE TO THE SUBMISSION AND ACCEPTANCE OF SUCH GRANT..

* * * * *

WHEREAS, the State of Texas Office of the Governor, Criminal Justice Division has issued a notice of funding opportunity for the FY 2026 State and Local Cybersecurity Grant Program (SLCGP); and

WHEREAS, the City of Tomball has a vested interest in improving its cybersecurity network and systems, is an eligible applicant for the FY 2026 SLCGP grant; and

WHEREAS, the City of Tomball intends to submit an application for a FY 2026 SLCGP – Mitigation Projects grant for the Cybersecurity – Managed Detections and Response for City Networks project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The City Council of the City of Tomball approves submission of a grant application to the Office of the Governor, Public Safety Office, Criminal Justice Division, for funding assistance through the FY 2026 State and Local Cybersecurity Grant Program (SLCGP) - Mitigation Projects for the City of Tomball’s Cybersecurity – Managed Detection and Response (Grant Application Number 5191402) for City Networks project.

Section 2. The City commits to provide any matching funds required by the SLCGP grant if awarded such grant.

Section 3. The City Manager, or his designee, is hereby authorized to administer all matters relating to such grant and execute all necessary applications, assurances, certifications, and other documents relative to the submission and later acceptance of such grant.

Section 4. In the event of loss or misuse of any Public Safety Office funds awarded to the City under this grant, the City of Tomball assures that the awarded grant funds will be returned to the Public Safety Office in full.

PASSED, APPROVED, AND RESOLVED this 3rd_ day of _February_, 2025.

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: Feb. 3, 2025

Topic:

Approve a Professional Services Agreement with Westwood Professional Services, Inc. for conceptual design services for wayfinding signs, for a not-to-exceed amount of \$32,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.

Background:

As part of the FY 2024-2025 Budget, Council approved a supplemental funding request in the amount of \$130,000 for the design, fabrication, and installation of wayfinding signs. Tomball’s wayfinding sign program is a comprehensive initiative designed to enhance navigation, promote accessibility, and highlight key attractions and services. By strategically placing visually consistent, easy-to-read signs, this program aims to improve the overall experience for residents, visitors, and businesses while reflecting the city's brand and character.

To enhance the overall effectiveness of the program, staff recommends working with Westwood Professional Services, Inc. for the design phase services. Westwood is already under contract with the City to provide design services for the gateway monument project. As part of this project, the City intends to invite key stakeholders and the community as a whole to participate in the design process. By aligning the gateway project and wayfinding signage project, the City can have a more cohesive approach to the design and consolidate public meetings allowing the community to conveniently provide feedback on both projects.

The City has received a proposal from Westwood for the design phase of the wayfinding sign program in the amount of \$32,000. The scope of work includes public engagements and working with stakeholders to develop designs as well as working with the City on types of signs and possible locations.

Project Phase	Budget	Contract Amount
Design	\$30,000	\$32,000
Fabrication and Installation	\$100,000	TBD
Total	\$130,000	TBD

Funding for this project was allocated in Fund 240, the Hotel Occupancy Tax fund as wayfinding signs are an eligible use of HOT funds.

Origination: City Manager’s Office

Recommendation:

Staff recommends approval of the Professional Services Agreement with Westwood Professional Services, Inc. for the design phase services of the wayfinding signage project in an not-to-exceed amount of \$32,000.

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # 240-243-6329

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: Jessica Rogers 1/28/2025 **Approved by:** _____
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 2025-10005
CITY OF TOMBALL
WAYFINDING SIGNAGE**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Westwood Professional Services, Inc. ("Engineer").

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

NOW, THEREFORE, the City and Consultant in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Consultant agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Consultant compensation as stated in the sections to follow.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

**SECTION IV.
TIME FOR PERFORMANCE**

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Consultant has no control.

**SECTION V.
COMPLIANCE AND STANDARDS**

Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Consultant's performance.

**SECTION VI.
INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

**SECTION VII.
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$32,000, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

Consultant shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Consultant. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Westwood Professional Services, Inc.
Attention: Patrick Owens
20329 State Highway 249, Suite 350
Houston, Texas 77070

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibit A, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to the City by Consultant at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

B. This Agreement is for sole benefit of the City and Consultant, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

D. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Consultant, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ___ day of _____, 2025.

Company Name: Westwood Professional Services, Inc.



Name: Brian O'Neill

Title: Senior Director, Public Infrastructure

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

Westwood

January 28, 2025
Project No.: 0046201.01

Mr. Drew Huffman
Director of Public Works
CITY OF TOMBALL
501 James Street
Tomball, Texas 77375

Re: Professional Landscape Architecture Services
TOMBALL WAYFINDING SIGNAGE
Tomball, Harris County, Texas

Dear Mr. Huffman:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding this is a conceptual design project consisting of wayfinding signage in key areas of the city, along with the public engagement process for gathering input.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment;
- Exhibit C – Insurance; and
- Exhibit D – Schedule

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Patrick Owens, PLA

PRO/sad

EXHIBIT ‘A’ – SCOPE OF SERVICES

TOMBALL WAYFINDING SIGNAGE

PROJECT DESCRIPTION:

It is our understanding this is a conceptual design project consisting of wayfinding signage in key areas of the city, along with the public engagement process for gathering input. (PROJECT).

BASIC SERVICES:

- A. **Conceptual Design**
Westwood will provide Conceptual Design services for the wayfinding sign package including a family of typical sizes and styles to be used in different applications.
 - 1. **Included in this item:**
 - Up to four (4) design coordination meetings, charrettes, or presentations for purposes of developing the design with City staff, Councilmembers and TxDOT.
 - Create a working base file from digital data provided by the City, TxDOT and aerial images.
 - Explore up to two (2) conceptual alternatives, for City review and selection.
 - Develop 2d and/or 3d renderings, to depict the conceptual alternatives in enough detail to demonstrate design intent to the City. These services may include, but are not limited to hand renderings, computer generated renderings, and precedent photo image boards.
 - After conceptual direction is determined, develop a family of typical signs to be used in various applications throughout the priority areas.
 - Establish a palette of materials, colors and fonts.
 - Engage with a sign fabricator/vendor to discuss fabrication costs and other design considerations.
 - Develop a rough order of magnitude cost estimate for the family of sign elements.
 - Establish an overall timeline for design/fabrication and assist the City in determining their priorities for installation.

- B. **Public Engagement**
Westwood will attend and lead the design presentations at milestone meetings with the public including the general public and/or specific stakeholders such

EXHIBIT A to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

as adjacent property owners, the EDC, Chamber of Commerce, City Council, or other elected officials:

1. Included in this item:
 - Attend up to two (2) meetings at key milestones to engage the public and/or specific stakeholders for the purpose of presenting design updates and gathering input. It is the intent for these to coincide with the gateway signage meetings for efficiency and convenience.
 - Prepare exhibits for each of the meetings to communicate the design status and facilitate input from the attendees.

2. Not included in this item:
 - Additional meetings or exhibits beyond those described above.
 - Meetings logistics such as scheduling venues, sending invites, advertising, food/refreshments, or other hosting services. This can be provided as an additional service if needed.

Services not included in this contract:

- *Environmental investigation.*
- *Wetlands determination and permitting.*
- *Survey services. This service can be added after the conceptual design phase if needed.*
- *Tree survey, location, or identification.*
- *MEP, structural, and geotechnical design services. These subconsultants to be added after the conceptual design phase if needed.*
- *Subsurface utility engineering or utility relocation.*
- *TDLR registration or RAS review.*
- *Construction document packages for phased bidding/construction.*
- *Construction staking.*
- *Any additional items not specifically stated in scope.*

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

TOMBALL WAYFINDING SIGNAGE

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$32,000.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services	
A. Conceptual Design	\$26,000.00
B. Public Engagement	\$6,000.00
TOTAL	\$32,000.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B

EXHIBIT C to Agreement between
the City of Tomball, Texas (“Client”)
and Westwood Professional Services,
Inc., (“Westwood”) for Consulting
Services

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT ‘C’

EXHIBIT D to Agreement between the City of Tomball, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘D’ – SCHEDULE

TOMBALL GATEWAY SOUTH

Westwood acknowledges the importance to the City of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. The City understands, however, that Westwood's performance must be governed by sound professional practices. If, through no fault of Westwood, such periods of times or dates are changed, or the orderly and continuous progress of Westwood’s services is impaired, or Westwood’s services are delayed or suspended, then the time for completion of the services, and the rates and amounts of compensation, shall be adjusted equitably. If requested, Westwood would be pleased to develop a project schedule outlining each of the items included previously described in the Scope of Services.

Estimated project timeline based on previous coordination with City staff:

NTP	February 5, 2025
Kickoff Meeting & Site Assessments	February 5, 2025
Conceptual Meeting #1	February 2025
Conceptual Meeting #2	March 2025
Public Meeting #1	March 2025
Conceptual Meeting #3	April 2025
Conceptual Meeting #4	May 2025
Public Meeting #2 & Conceptual Design Completion	May 2025

END OF EXHIBIT ‘D’

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve a Professional Services Agreement with Freese & Nichols, Inc. for construction phase services for the South Wastewater Treatment Plant Expansion, Project Number 2023-10003, for a not-to-exceed amount of \$4,764,500, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.

Background:

In FY 2022-2023, City Council approved a professional services agreement with Freese & Nichols, Inc. to complete the preliminary design of the South Wastewater Treatment Plant (SWWTP) expansion. Staff worked with Freese to determine the best options and equipment to be utilized for the expansion. Following the completion of the preliminary design, staff work with Freese to develop the scope of work for the final design phase, include bid preparation and working with the construction-manager-at-risk (CMAR).

On December 18, 2023 City Council approved a professional services agreement with Freese & Nichols, Inc. to complete the final design of the SWWTP expansion in conjunction with the selected CMAR. The design for the project is currently nearing 90% completion but following the award of the Guaranteed Maximum Price Package 1 (Early Works Package), construction oversight will be required for review of submittals for equipment purchase and Request for Information (RFIs).

This item authorizes a professional services agreement with Freese & Nichols, Inc. to provide construction management and commissioning of the treatment plant following construction for a not-to-exceed amount of \$4,764,500. Funds for completing this phase of the project were allocated in the Fiscal Year 2024-2025 budget, as part of the Certificate of Obligation issuance that was approved at the December 4, 2023 City Council meeting.

Project Element	Total Contract	Remaining Contract
Preliminary Engineering – FNI	\$506,085	\$0.00
Design Engineering – FNI	\$4,933,000	\$2,089,518.63
CMAR (Design Phase)	\$595,699	\$247,000.00
GMP 1 (Early Works)	\$9,304,330.21	\$9,304,330.21
GMP 2 (Balance of Plant)	Pending	N/A
Construction Management	\$4,764,500	\$4,764,500
Project Budget \$70,434,404*	Total Contracts \$20,103,614.21	Remaining Funding \$50,330,789.79

*Future Bond Issuance Required

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement with Freese & Nichols, Inc. for construction phase services for the South Wastewater Treatment Expansion project for a not-to-exceed amount of \$4,764,500.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #400-614-6409

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2023-10003
CITY OF TOMBALL
SOUTH WASTEWATER TREATMENT PLANT EXPANSION**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Freese & Nichols, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design and construction an expansion to the South Wastewater Treatment Plant (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services

agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III. OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV. TIME FOR PERFORMANCE

The time for performance is an estimated 1,250 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V. COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

**SECTION VI.
INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

**SECTION VII.
ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$4,764,500**, including reimbursable expenses as identified in Exhibit "A".

**SECTION VIII.
INSURANCE**

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Freese & Nichols, Inc.
Attention: Murali Erat, PE
11200 Broadway Street, Suite 2320
Pearland, Texas 77584

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

**SECTION XI.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.
MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice

shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ___ day of _____, _____.

Company Name: Freese & Nichols, Inc.



Name: Murali Erat, PE

Title: Vice President/Project Manager

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

Tomball South WWTP Expansion Construction Phase Services

PROJECT UNDERSTANDING

The City of Tomball (City) is planning to expand its Tomball South Wastewater Treatment Plant (SWWTP) to accommodate the City's projected growth. Final Design and Bid Phase services have been completed under a separate contract. The scope of this contract is to provide construction phase services for the SWWTP expansion project. The project is being delivered using the Construction Manager at Risk (CMAR) collaborative delivery method. This scope anticipates and includes coordination with the selected CMAR for construction phase efforts. This contract includes construction phase and pos-construction phase services as noted below.

Construction Phase Services

FNI will provide construction phase services that will include General Representation, Materials Testing, Construction Management, Resident Project Representation, and Startup and Commissioning Services.

Post-Construction Phase Services

FNI will provide Post-Construction/Warranty Phase Services to develop the plant Operations and Maintenance Manual, assist the City with warranty items, and complete a final warranty walkthrough with City staff.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PROJECT MANAGEMENT: FNI will provide project management services as follows:
 1. Communication: Consult with the City throughout the project to see that the scope of services and the City's requirements for the project are being met.
 2. Invoicing: FNI will prepare and submit monthly invoices to the City.
 3. Monthly Construction Status Reports: FNI will include monthly construction status reports with the invoice. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.
- B. CONSTRUCTION PHASE GENERAL REPRESENTATION: The scope below is predicated on a construction phase that is estimated to last thirty (30) months (through Final Completion). Any delays resulting in an extension of construction phase services beyond thirty (30) months is considered an Additional Service.

In performing these services, it is understood that FNI does not guarantee the CMAR's performance, nor is FNI responsible for the supervision of the CMAR's operation and employees. FNI shall not be

responsible for the means, methods, techniques, sequences, or procedures of construction selected by the CMAR, or any safety precautions and programs relating in any way to the condition of the premises, the work of the CMAR or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist the City and CMAR in conducting one (1) pre-construction conference.
2. Review construction schedule prepared by the CMAR pursuant to the requirements of the construction contract documents.
3. Progress Meetings and Site Visits
 - a. Participate in up to thirty (30) monthly construction progress meetings with the City and CMAR. FNI will establish an agenda for these meetings, facilitate meeting discussion, and provide minutes for each meeting for City and CMAR review.
 - b. Conduct up to thirty (30) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort, FNI will endeavor to protect the City against defects and deficiencies in the work of the CMAR and will report any observed deficiencies to the City. Monthly site visits will generally be conducted directly following monthly construction progress meetings. A brief monthly site visit construction progress report will be prepared and distributed to the City and CMAR to document construction activities observed, follow-up action required, and key photographs taken.
 - c. Conduct up to twenty (20) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the project. A brief site visit memo will be prepared and distributed to the City and CMAR to document construction activities observed, follow-up action required, and key photographs taken.
4. Establish and maintain a project documentation system using FNI's FNiManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of CMAR's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to CMAR's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the project. Monitor the progress of the CMAR in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by the CMAR, determine the amount that FNI recommends CMAR be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract. Project assumes thirty-one (31) pay requests will be processed by FNI, including thirty (30) monthly pay requests and one (1) final pay request.
6. Notify the CMAR of non-conforming work observed on site visits. Recommend actions to correct defective work and recommend to City any special materials tests or performance tests needed.

7. Interpret the drawings and specifications for City and CMAR.
8. Review up to sixty (60) quality related documents provided by the CMAR such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents. Number of quality documents identified is estimated by FNI based on performance on similar projects and number of documents identified in the plans and specifications.
9. Review CMAR's requests for information (RFIs). Maintain document control systems, review CMAR RFIs and prepare responses in accordance with the Contract Documents. Provide interpretation and communicate engineering intent if information is not explicitly addressed in the Contract Documents. It is anticipated that FNI will review and respond to up to a total of one-hundred fifty (150) RFIs.
10. Provide for review of CMAR submittals including shop drawings, operation and maintenance manuals and other documentation required by the construction contract documents. It is anticipated that FNI will review and respond to up to a total of six hundred (600) submittals, including re-submittals.
11. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the CMAR on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where completion schedule or cost to City is not impacted, will also be prepared. FNI will process up to twenty (20) request for change proposals, ten (10) change orders, and twenty (20) field orders during the construction phase.
12. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality assurance of the Project. The Cost for Materials Testing is included in Special Services.
13. Attend factory witness testing of control panel equipment to verify the equipment is manufactured and assembled correctly, operates as intended, and is in accordance with Contract Documents. Scope assumes one (1) trip for three (3) days to manufacturer's factory located in Texas, including Engineer's time and travel costs. Per the Contract Documents, the CMAR will be responsible for the cost of additional trips to witness retests if initial factory testing fails to meet Contract requirements.
14. Conduct, in company with City's representative, one (1) substantial completion walkthrough of the project to establish final punch-lists for project completion and one (1) final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the CMAR before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the CMAR. Review and comment on the certificate of completion and the recommendation for final payment to the CMAR.
15. Retain and monitor the services of a subconsultant to perform survey and provide elevation certificates for four (4) new structures including MCC-D Building, Aeration Basin Blower Building, Administration Building, and Generator Pad.

16. Revise the construction drawings in accordance with the information furnished by the CMAR reflecting changes in the Project made during construction. Two (2) half-size and two (2) full-size prints of "Record Drawings" and electronic copy in PDF format shall be provided by FNI to the City. All digital record drawings will be provided to the City via electronic submission.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

A. MATERIALS TESTING:

1. Retain and monitor the services of a subconsultant to provide for Construction Materials Testing for the purposes of City quality assurance during construction. An allowance of \$247,500 is assumed for this effort. Materials Testing beyond this allowance is an Additional Service.

B. STARTUP AND COMMISSIONING SUPPORT SERVICES:

1. Pre-Commissioning Workshops. FNI will participate in pre-commissioning workshops with the Project stakeholders to advance the commissioning planning efforts. Workshops will be held monthly starting twelve (12) months prior to the scheduled commissioning.
2. FNI will develop the Commissioning Plan. The Commissioning Plan will consider equipment-specific conditions and constraints. The Commissioning Plan will include: Objective, Necessary Activities, Sequence of Activities, Roles and Responsibilities, Risks and Mitigation Strategies, Safety Considerations.
3. FNI will split the Project into manageable Functional and Performance Test Packages (FAPTPs) and develop these packages. FAPTP's will include: Name and tag number of all equipment to be started up concurrently or in the same package; All pre-startup requirements including responsibilities for the CMAR, Owner, and Engineer. Requirements for process mechanical, electrical, instrumentation, and automatic control needs; Detailed description of step-by-step procedures for startup, as well sequence of startup for equipment.
4. Scheduling Support. FNI will work with the CMAR's Project Team to develop a recommended baseline Training Schedule. The Training Schedule will identify training activities. FNI will develop the initial proposed schedule and work with the CMAR to integrate the Training Schedule with the CMAR's overall Project schedule. FNI will work with the CMAR's Project Team to develop a recommended baseline Commissioning Schedule. The Commissioning Schedule will identify commissioning activities. FNI will develop the initial proposed schedule and work with the CMAR to integrate the Commissioning Schedule with the CMAR's overall Project schedule. Schedules will be developed in a traditional critical path method (CPM) format using Microsoft Project.
5. Equipment Training
 - a. FNI will review the equipment training plans (agendas) for conformance with the Construction Contract.

- b. FNI will monitor the status of equipment training to verify completion prior to startup of the associated equipment/processes.
 - c. FNI will monitor the status of equipment O&M manuals to verify completion prior to startup of the associated equipment/processes.
 - d. System/Process Training. Based on the Draft System O&M Manual, FNI will facilitate system training for the Project. FNI will coordinate with the manufacturer to prepare an agenda for the training workshop. The manufacturer will prepare a slide deck to accompany the training session. It is the manufacturer's responsibility to provide adequate training in accordance with the Contract Documents. A copy of the slide deck will be provided to the Owner in PDF format. The training will be recorded and provided to the Owner.
 - e. Pre-Commissioning Field Testing. FNI will monitor the status of pre-commissioning field testing/documentation for each FAPTP to verify conformance with Construction Contract Documents and completion prior to startup of the associated equipment/processes.
6. Commissioning
- a. Commissioning Administration/Coordination – FNI will mobilize to the Project site to oversee the CMAR's implementation of the FAPTPs.
 - b. Recurring status meetings – FNI will participate in commissioning team meetings to monitor the progress and coordinate the near-term upcoming commissioning activities.
 - c. Commissioning Field Testing
 - i. FNI will witness the CMAR's execution of commissioning field testing for each FAPTP.
 - ii. CMAR will submit commissioning documentation for each FAPTP. FNI will review each commissioning field testing submittal for conformance with the Construction Contract Documents.
 - iii. FNI will monitor the status of each FAPTP to verify completion of commissioning field testing.
 - iv. FNI will provide support, as needed, to monitor and provide guidance for any issues that may arise during the commissioning field testing.
- C. RESIDENT PROJECT REPRESENTATION: Resident Project Representation (RPR) Services will be provided to City during the Construction Phase by FNI. Furnish the services of one full-time (45 hours per week before Substantial Completion, 40 hours per week after Substantial Completion) Resident Project Representative for a maximum period of 30 months. Provide the services of a full-time (40 hours per week) inspector for a period of 24 months. Effort beyond 30 months will be an Additional Service. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is Design Professional's agent at the site, will act as directed by and under the supervision of Design Professional, and will confer with Design Professional regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Design Professional and CMAR, keeping City advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CMAR. Resident Project Representative shall generally communicate with City with the knowledge of and under the direction of Design Professional.
2. Duties and Responsibilities of Resident Project Representative:
 - a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CMAR and consult with Design Professional concerning acceptability.
 - b. Conferences and Meetings: Attend meetings with CMAR, such as pre-construction conference, monthly progress meetings, job conferences and other project-related meetings, and pre-activity meetings.
3. Liaison:
 - a. Serve as Design Professional's liaison with CMAR, working principally through CMAR's superintendent and assist in understanding the intent of Contract Documents; and assist Design Professional in serving as City's liaison with CMAR when CMAR's operations affect City's on-site operations.
 - b. Assist in obtaining from City additional details or information, when requested.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the Site by CMAR, and notify Design Professional of availability of Samples for examination.
 - c. Advise Design Professional and CMAR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Design Professional.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Perform special inspections for new buildings to meet the requirements of the 2018 International Building Code (IBC) Chapter 17.
 - c. Report to Design Professional whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Design Professional of Work the Resident Project Representative believes should be

- corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- d. Verify that tests, equipment and systems start-up, and operating and maintenance training are conducted in the presence of appropriate personnel, and the CMAR maintains adequate records thereof; and observe, record, and report to Design Professional appropriate details relative to the test procedures and start-ups.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Design Professional.
6. Interpretation of Contract Documents: Report to Design Professional when clarifications and interpretations of the Contract Documents are needed and transmit to CMAR clarifications and interpretations as issued by Design Professional.
 7. Request for Revisions: Consider and evaluate CMAR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Design Professional. Transmit to CMAR in writing decisions as issued by Design Professional.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Design Professional's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CMAR, and other Project related documents.
 9. Reports:
 - a. Furnish to Design Professional periodic reports as required of progress of the work and of CMAR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Consult with Design Professional in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Written Amendments, Change Orders, and Work Change Directives, obtaining backup material from CMAR and recommend to Design Professional Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to Design Professional and City the occurrence of any accident.
 - e. Furnish IBC special inspection reports for new buildings to the City's Building Official.
 10. Payment Requests: Review Applications for Payment with CMAR for compliance with the established procedure for their submission and forward with recommendations to City, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment at the Site but not incorporated in the Work.

11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that certificates, operation and maintenance manuals and other data required to be assembled and furnished by CMAR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Design Professional for review and provided to City prior to final payment for the Work.

12. Completion:

- a. Before Design Professional issues a Certificate of Substantial Completion, submit to CMAR a list of observed items requiring completion or correction.
- b. Observe whether CMAR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of Design Professional, Construction Manager, City and CMAR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to Design Professional concerning acceptance.

13. Limitations of Authority of Resident Project Representative:

- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Design Professional.
- b. Shall not exceed limitations of Design Professional's authority as set forth in Agreement or the Contract Documents.
- c. Shall not undertake any of the responsibilities of CMAR, Subcontractor, Suppliers, or CMAR's superintendent.
- d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or CMAR.
- f. Shall not accept shop drawing or sample submittals from anyone other than the CMAR.
- g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Design Professional.

D. POST-CONSTRUCTION PHASE SERVICES

1. Develop an Operations and Maintenance Manual for the Tomball SWWTP to reflect the operation of the plant. The O&M Manual shall be consistent with current TCEQ requirements. The O&M Manual will include all equipment operations of the plant, both existing and new equipment, and related unit process operations. Participate in two (2) workshops to facilitate quality control, review the manual and receive input from the CMAR and City. Prepare two (2)

hard copies of the final O&M Manual in print and one (1) copy in PDF format to the City.

2. Coordinate scheduling of, and participate in, end-of-warranty period inspections, scheduled approximately one (1) month prior to completion of the CMAR's warranty period. FNI will provide a letter to the CMAR for each inspection identifying any deficiencies found in workmanship, materials or equipment, and the recommended actions to be taken with a schedule of completion. Two (2) warranty inspections are scheduled as eight (8) hour duration each for a professional engineer with some assistance from an engineer-in-training.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- E. Providing renderings, model, and mock-ups requested by the City.
- F. Revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required regarding the replacement of such Work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Providing shop, mill, field or laboratory inspection of materials and equipment except as included in Special Services. Observe factory tests of equipment at any site remote to the project or observing tests required because of equipment failing the initial test except for as included in Basic Services.
- K. Conducting pilot plant studies or tests.

- L. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- M. Assisting City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- N. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- O. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- P. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- S. Services required to resolve bid protests or to rebid the project for any reason.
- T. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- U. Any services required because of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- V. Providing services after the completion of the construction phase not specifically listed in Basic or Special Services.
- W. Providing services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- Z. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- AA. Provide follow-up professional services during Contractor's warranty period besides those included in Special Services.

- BB. Reviewing construction submittals and RFIs in excess of the number of reviews included in Basic Services.
- CC. Providing services for processing contract modifications in excess of the number included in Basic Services.
- DD. Materials testing in excess of the amount included in Special Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Task No.	Task Title	Time of Completion
1	Construction Phase Services	30 months from Construction NTP (to Final Completion)
2	Post-Construction Services O&M Manual Warranty Inspections	1 month after Final Completion 1 month prior to Completion of CMAR's Warranty Period

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the City or CMAR, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the City budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to construction of the Project.

- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If City designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services together with such adjustment of compensation as appropriate.
- J. Attend the preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Meagan Mageo
Project Manager
City of Tomball
501 James Street
Tomball, TX 77375
(281) 290-1411
MMageo@tomballtx.gov

FNI's Designated Representative – Murali Erat, P.E.
11200 Broadway St., Ste 2320
Pearland, TX 77584
(832) 456-4709
Murali.Erat@freese.com

FNI's Accounting Representative – Kristina Isaac
10497 Town and Country Way, Suite 600
Houston, TX 77024
(716) 600-6860
Kristina.Isaac@freese.com

COMPENSATION

Phase	Fee	Fee Type
BASIC SERVICES		
Project Management and Construction Phase General Representation	\$ 2,269,736	Lump Sum
Total Basic Services:	\$ 2,269,736	
SPECIAL SERVICES		
Materials Testing	\$ 247,500	Cost Plus Max
Startup and Commissioning Services	\$ 235,364	Cost Plus Max
Resident Project Representation	\$ 1,918,565	Cost Plus Max
Post-Construction Phase Services	\$ 93,335	Cost Plus Max
Total Special Services:	\$ 2,494,764	
Total Project (Basic + Special Services):	\$4,764,500	

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve a services agreement renewal with North Water District Laboratory Services, Inc. for wastewater sampling and laboratory services for a total not-to-exceed amount of \$75,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget.

Background:

North Water District Laboratory Services (NWDLS) is a Houston based lab specializing in testing and analysis of wastewater and biosolids to meet National Pollutant Discharge Elimination Systems (NPDES) requirements.

NWDLS performs sampling and analysis required by the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) for the City of Tomball’s north and south wastewater treatment plants to remain within EPA and TCEQ compliance.

The original services agreement was executed in June 2023 with four additional one-year renewals and staff is requesting to exercise the option to utilize the renewal term, leaving two additional renewal options. Based on the City’s adopted Procurement Policy, staff is requesting a services agreement renewal with NWDLS to perform the required wastewater sampling and lab analysis for a not-to-exceed amount of \$75,000, included in the fiscal year 2024-2025 budget.

This procurement is exempt from the competitive bidding requirements under Local Government Code 252.022(2) which does not require procurement for services or chemicals that preserve or protect the public health or safety of a municipality’s residents.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with North Water District Laboratory Services, Inc. to perform sampling and analysis as required by the EPA and TCEQ for a not-to-exceed amount of \$75,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #600-614-6361

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo
Staff Member _____
Date

Approved by _____
City Manager _____
Date

**CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Laboratory Testing

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **North Water District Laboratory Services, Inc** (the “Company”), with an office at **130 South Trade Center Parkway, Conroe, TX 77385** City hereby engages the services of Company as an independent contract for Laboratory services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **February 14, 2025 through February 13, 2026**, with **Two (2) additional one-year renewal options remaining**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL

This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$75,000.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer’s Liability	\$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 13 day of January, 2025.

North Water District
Laboratory Services, Inc.

Company



Signature

Monica O Martin

Print Name

CEO

Title

AGREED to and ACCPETED this ____ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A – GENERAL CONDITIONS FOR TESTING SERVICES

The following General Conditions apply to testing services performed pursuant to the Master Services Agreement (“MSA”). In the event of a conflict between these General Conditions and the MSA, the General Conditions shall be controlling except with respect to Section 1.2 of the MSA.

1. DEFINITIONS

1.1 CITY's Representative.

Only the following CITY employees are authorized to act as CITY's Representative to CONTRACTOR:

Name: _____

Title: _____

All work performed by CONTRACTOR shall be authorized by the applicable CITY Representative provided, however, that someone designated by that Representative may authorize Contractor to act during emergencies.

1.2 Holidays. The following days are defined as Holidays:

New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

1.3 Materials. All raw or prepared materials and manufactured or fabricated products.

1.4 Specifications. The general and special provisions pertaining to the time, place, and method of performing the work and to the quantities and type of material to be furnished for the work.

1.5 Subcontractors. An individual, partnership or corporation, or a combination of any or all, jointly undertaking the execution of any part of the Contractor's obligations.

1.6 Work. Any and all actions, obligations, duties or responsibilities necessary for the successful completion of the tasks assigned to the Contractor by CITY's Representative.

1.7 Work Hours. Regular work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours worked outside of regular hours are defined as non-regular hours.

1.8 Purchase Order. A written directive by CITY to the Contractor for services pursuant to the Contract.

1.9 Project, Work or Job. The terms may be used interchangeably for specific work assigned to the Contractor by CITY.

2. **SCOPE OF WORK.** The Work contemplated under this Contract to be performed by Contractor includes:

2.1 **Emergency Work** consisting of testing of wells, ground storage tanks, wastewater treatment plants and all sizes of water and wastewater mains, service lines and/or all related appurtenances.

2.2 **Non-emergency work Scheduled Work** consisting of testing of all wells, ground storage tanks, wastewater treatment plants and all installation and/or replacement of all sizes of CITY customer services, water lines, wastewater lines and/or hydrants, to the water distribution and wastewater collection system. All work is to be completed on a timely basis.

3. **PRICING and BILLING**

3.1 CITY shall compensate the CONTRACTOR for all authorized work completed to CITY's satisfaction, as evidenced by completed Purchase Orders, in accordance with the prices set forth in Exhibit B, which are attached to this Contract hereto and incorporated herein.

3.2 CONTRACTOR'S invoices shall identify separately each Job, Project performed, and shall conform to the reasonable billing requirements of CITY as stated in these General Conditions. The CONTRACTOR shall not invoice CITY for payment for any work until the work is completed and accepted as satisfactory by CITY's Representative. CITY will pay the CONTRACTOR for work satisfactorily completed within 30 days from the receipt of CONTRACTOR'S invoice.

4. **AVAILABILITY OF CONTRACTOR.** The Contractor must be available for all emergencies within 6 hours of being notified at the following phone number:

Phone: 936-321-6060

4.1 **Notification to CONTRACTOR.** Notification of an emergency project shall be by phone to the number set forth in this paragraph, to be followed up by a written Purchase Order within twenty-four hours, or at the beginning of the next regular workday. For non-emergency projects, a written Purchase Order shall be provided before the startup of a regular work hour's project.

4.2 **Contents of Notice.** When CITY gives the CONTRACTOR, or his designee, a Purchase Order, CITY will inform CONTRACTOR of said start date, the location and nature of the situation; whether additions or deletions to the standard crew are necessary and will provide specifications concerning the work to be performed.

5. **CONTRACTOR'S RESPONSIBILITIES**

5.1 **General.** CONTRACTOR is an independent contractor and neither it nor its employees or subcontractors shall be considered to be an employee of CITY. CONTRACTOR is solely responsible for its performance hereunder and shall implement appropriate safeguards to prevent injury to its employees or any third party or damage to any property. CONTRACTOR shall comply with all local, state, and federal

laws and regulations covering the performance of its services hereunder and shall take appropriate steps to prevent injuries or property damage. The CONTRACTOR warrants that he does and shall, at all times while performing services hereunder, carry the required Worker's Compensation insurance required by law. A copy of such insurance shall be provided to CITY upon request.

5.2 Supervision. The CONTRACTOR shall provide an experienced and qualified person who shall act as Supervisor for all work associated with this Contract as needed. Supervisor shall have full authority to represent and act for the Contractor in all matters pertaining to the work and shall be readily available at all times to properly coordinate all phases of the work. The Supervisor shall ensure CONTRACTOR, its employees and subcontractors comply with any security procedures or site-specific rules in effect at CITY facilities provided that such requirements are provided to CONTRACTOR in writing.

5.3 Labor, Material and Equipment

5.3.1 Labor. CONTRACTOR is solely responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly and safely perform the work assigned. Any person who, in the opinion of CITY, appears to be incompetent or who acts in a disorderly or intemperate manner shall, at the written request of CITY, be immediately removed from the job and shall be prohibited from doing any future work pursuant to this Contract, unless written approval by CITY is subsequently provided. All persons used by CONTRACTOR to provide services hereunder shall be considered employees of Contractor, and not CITY, and shall not be entitled to or otherwise qualify for any benefits provided by CITY to its employees.

5.3.2 Materials. The CONTRACTOR shall furnish all materials for work under this Contract. All materials supplied by the CONTRACTOR shall be in accordance with Standards and Codes listed in this Contract except where modified in writing by CITY.

5.3.3 Equipment. The CONTRACTOR shall be responsible for supplying all the equipment necessary to complete the work. All tools and equipment shall be in good functional order. The CONTRACTOR shall ensure that it has immediate availability to use all major equipment necessary to perform its obligations under this contract. Equipment shall only be operated by persons who are familiar with its use and are qualified to use it.

5.4 Subcontractors. The CONTRACTOR is prohibited from subcontracting any of the work to be performed under this Contract without first obtaining the written consent of CITY. The CONTRACTOR shall remain liable to CITY for the full and faithful performance of all work under the Contract and Work Order, regardless of the retention of a subcontractor.

5.5 Laws, Regulations, and Permits. The CONTRACTOR shall be cognizant of all local and county ordinances, and state and federal laws and regulations applicable to the work performed hereunder and shall, at all times comply with said ordinances, laws, and regulations. CONTRACTOR is solely responsible to obtain any permits required to perform its services hereunder, except for those that require CITY to

obtain them. The cost to obtain any such permits is incorporated into the price schedules attached hereto and shall not be billed as additional expenses to CITY.

5.6 Taxes: The CONTRACTOR is solely responsible for the payment of all sales and use taxes. There shall be no additional payments or increase in the Contract prices set forth herein based upon any such tax payment.

5.7 Insurance Requirements:

5.7.1 At all times during the provision of the Work, CONTRACTOR shall procure and maintain, and its expense, at least the following types and amounts of insurance coverage:

COVERAGE	LIMITS
Worker's Compensation	-As required by Texas Law
Employer's Liability	-\$500,000 each occurrence
Public Liability (Bodily Injury)	-\$1,000,000 combined single
Public Liability (Property Damage)	-\$1,000,000 combined single
Automobile Liability (Bodily Injury)	-\$200,000 each person
Automobile Liability (Property Damage)	-\$50,000 each occurrence

5.8 Responsibility to Third Party Property Owners. Occasions may arise where it will be necessary to enter upon private property in order to facilitate testing. Should this be necessary, the CONTRACTOR must exercise care and minimize any damage to the property and shall only work within existing utility easements while performing services hereunder. Where appropriate, including when work will be performed outside any existing easement, CONTRACTOR shall obtain the owner's written approval prior to entering the property.

6. CITY'S RESPONSIBILITIES; LIMITATIONS

6.1 Inspection. The work involved in this Contract shall be subject to the inspection by CITY. However, CITY shall have no duty or obligation to inspect the work, and CITY's inspection shall in no way invalidate the CONTRACTOR'S obligations and warranties to perform all work in accordance with the terms of this Contract and any Purchase Order and perform all work in workmanlike manner in accordance with accepted engineering practices. CITY's decision not to inspect shall not limit its right of recovery against CONTRACTOR.

6.2 Permits and Utility Locates. Unless otherwise provided in this Contract the Contract Documents, CITY shall obtain and pay for all necessary permits which by law or regulation must be obtained by CITY in its capacity as a regulated utility corporation.

7. NON-EXCLUSIVE CONTRACT. This Contract does not require the CONTRACTOR to work exclusively for CITY. Likewise, this Contract does not require CITY to use the CONTRACTOR on any given job or for any minimum number of jobs and does not limit or prohibit CITY from utilizing another CONTRACTOR at any time or location.

8. **TERMINATION OF WORK.** CITY reserves the right to, at any time and for any reason and without prior notice, terminate any Work or Project assigned to CONTRACTOR hereunder. Upon such cancellation, CITY shall make a pro rata payment to CONTRACTOR for the specific Project, within the period required for payments hereunder, for work performed consistently with the Contract Documents up to the date of cancellation.

9. **REMEDIES FOR BREACH.** In addition to all other remedies or damages provided by equity or at law, the prevailing party shall be entitled to recover costs, including reasonable Attorney's fees.

10. **TERMINATION/EXTENSION.** Either party may provide the other with sixty (60) days written notice of cancellation of this MSA and any Projects. (This provision shall not be construed to in any way limit CITY's right to terminate any Work pursuant to the terms of Section 8 immediately above this Section.) CITY may exercise a one (1) year contract extension option by providing CONTRACTOR with sixty (60) days advanced written notice of the intent to extend the contract for the additional year.

11. **CONFIDENTIALITY.** All information provided by CITY to CONTRACTOR shall be considered confidential proprietary information that may not be disclosed or subsequently used by CONTRACTOR without CITY's prior written authorization. All information provided by CONTRACTOR to CITY shall be considered confidential proprietary information that may not be disclosed or subsequently used by CITY without CONTRACTOR'S prior written authorization.

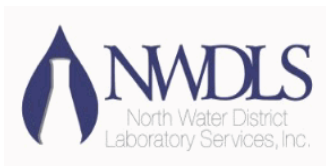


Exhibit B

130 S. Trade Center Pkwy, Conroe, TX 77385
 Tel: (936) 321-6060
 Email: lab@nwdls.com
 www. NWDLS.com

TCEQ TX-C24-00185

Analytical Services Quotation

Printed: 12/18/2024

For: **City of Tomball**
501 James Street
Tomball, TX 77375

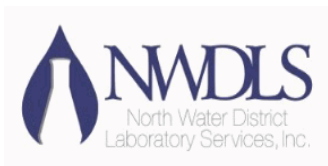
Bid ID: 20241218133229AEN

Effective: 01/01/2025
 Expires: 12/31/2025
 Status: Pending

Project: City of Tomball North & South Plants -Annl WW 25
 Manager: James Linney

Pricing Summary

Analysis	Method	Qty	TAT (days)	Surcharge if any (%)	Discount Price	Extended Price
Aqueous						
<i>Field</i>						
DO Field	Hach 10360	208	10		\$10.00	\$2,080.00
pH Field	SM 4500-H+ B	208	10		\$10.00	\$2,080.00
Weekday Collection	Fee	208	10		\$25.00	\$5,200.00
<i>General Chemistry</i>						
CBOD-5210	SM 5210 B	208	10		\$26.00	\$5,408.00
MLSS-2540	SM 2540 D	104	10		\$25.00	\$2,600.00
NH3-N SEAL-350.1	EPA 350.1	208	10		\$25.00	\$5,200.00
RBOD-5210	SM 5210 B	208	10		\$26.00	\$5,408.00
RNH3-N SEAL-350.1	EPA 350.1	52	10		\$25.00	\$1,300.00
RTSS-2540	SM 2540 D	52	10		\$25.00	\$1,300.00
TSS-2540	SM 2540 D	208	10		\$25.00	\$5,200.00
<i>Metals, Total</i>						
Copper ICPMS 200.8	EPA 200.8	48	10		\$25.00	\$1,200.00
<i>Microbiology</i>						
TC EC-9223	SM 9223 B (Colilert Quanti-Tray)	104	10		\$55.00	\$5,720.00
<i>Misc</i>						
NELAP Admin Fee	Fee	24	10		\$20.00	\$480.00
Solid						
<i>[Group Analysis]</i>						
Sludge Analysis	varies	2	10		\$427.50	\$855.00
TCLP-1311	varies	2	10		\$1,060.00	\$2,120.00



TCEQ TX-C24-00185

Analytical Services Quotation

(Continued)

Printed: 12/18/2024

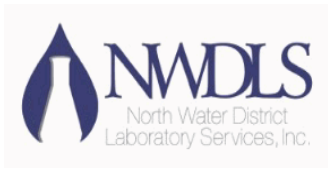
For: **City of Tomball**
 Project: City of Tomball North & South Plants -Annl WW 25
 Manager: James Linney

Bid ID: 20241218133229AEN

Pricing Summary

Analysis	Method	Qty	TAT (days)	Surcharge if any (%)	Discount Price	Extended Price
Solid (Continued)						
<i>General Chemistry</i>						
Paint Filter-9095	SW-9065	2	10		\$20.00	\$40.00
SOUR TS-2540 G	SM 2540 G	2	10		\$0.00	\$0.00
TS-2540 G	SM 2540 G	48	10		\$25.00	\$1,200.00
<i>Microbiology</i>						
FC/CB-QT-LR	Colilert-18	14	10		\$55.00	\$770.00
SOUR-2710	SM 2710 B	2	10		\$100.00	\$200.00
<i>Organics by GC</i>						
PCB-8082	SW-8082	2	10		\$200.00	\$400.00
<i>TCLP</i>						
TCLP ZHE	EPA 1311	2	10		\$0.00	\$0.00
VOA-TCLP	SW-8260	2	10		\$125.00	\$250.00
Bid Total:					\$49,011.00	

Aundra Noe
 Project Manager



Analytical Services Quotation

(Continued)

Printed: 12/18/2024

For: **City of Tomball**
Project: City of Tomball North & South Plants -Annl WW 25
Manager: James Linney

Bid ID: 20241218133229AEN

Price and Terms of Payment

Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the transmittal of the offer to the customer. Applicable taxes are those in force at the date of invoicing. Unless specifically agreed otherwise by NWDLS in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of One Hundred Dollars (\$100) and may carry interest at the rate of three percent (3%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

NWDLS has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from NWDLS. The customer undertakes to provide bank account details, as necessary.

NWDLS is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.

Delivery Dates/Turnaround Times

Delivery dates and turnaround times are estimates and do not constitute a commitment by NWDLS. Nevertheless, NWDLS shall make commercially reasonable efforts to meet its estimated deadlines.

Results are generally sent by email, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

Accepted By

Date

Receipt of samples by NWDLS constitutes acceptance of the above terms and conditions, not withstanding any provisions to the contrary in clients purchase order, unless an alternative agreement has been signed by us.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Approve a Professional Services Agreement with PLW Waterworks, LLC for construction phase services of the first work package for the South Wastewater Treatment Plant Expansion (GMP 1) for a not-to-exceed amount of \$9,304,330.21, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Project Budget.

Background:

On May 1, 2023 City Council approved Resolution No. 2023-27, approving the Construction-Manager-at-Risk (CMAR) delivery method for design assistance for the expansion of the South Wastewater Treatment Plant (SWWTP) after determining the use of the CMAR delivery method would provide the best value to the City. The Professional Services Agreement to provide CMAR services during the design phase with PLW Waterworks was approved on December 18, 2023.

CMAR is a delivery method which necessitates a commitment by the Construction Manager (CM) to serve as the general contractor and deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus, any reasonably inferred items or tasks. By utilizing a CMAR during the design process, they can provide valuable input to the design and construction planning for the project (e.g. cost estimating, scheduling, solicitation of subcontractor bids value engineering, construction phase operational coordination planning, etc.).

Staff has been working with Freese & Nichols, Inc. to complete the design of the expansion, and as part of the CMAR process PLW Waterworks has been assisting during the design to provide their expertise opinions based on their extensive experience and knowledge as well as evaluating costs and providing alternative methods to keep the project within the identified budget.

As part of identified scope of work within the CMAR professional services agreement, PLW assisted in establishing the Guaranteed Maximum Price (GMP) packages to be competitively bid in accordance with Chapter 2269 of Texas Local Government Code. During the design phase, PLW assisted with the development of the cost model and completed the bidding process for GMP 1 at 60% design. The GMP 1 included procurement of required equipment for the expansion including switch gears, motor control systems, and process treatment equipment. The procurement process allowed manufacturers and vendors to submit their sealed pricing for the equipment they were able to provide for the project. PLW, Freese & Nichols, and City staff completed a review of all submitted pricing to finalize the GMP 1 Proposal.

This item authorizes an agreement with PLW Waterworks, LLC for GMP-1 (Early Works Package) for an amount not-to-exceed \$9,304,330.21. Funds for completing this phase of the project were allocated in the Fiscal Year 2024-2025 budget, as part of the Certificate of Obligation issuance that was approved at the December 4, 2023 City Council meeting.

Project Element	Total Contract	Remaining Contract
Preliminary Engineering – FNI	\$506,085	\$0.00
Design Engineering – FNI	\$4,933,000	\$\$2,089,518.63
CMAR (Design Phase)	\$595,699	\$247,000.00
GMP 1 (Early Works)	\$9,304,330.21	\$9,304,330.21
GMP 2 (Balance of Plant)	Pending	N/A
Construction Management & Plant Commissioning	\$4,847,000	\$4,847,000
Project Budget \$70,434,404*	Total Contracts \$20,186,114.21	Remaining Funding \$50,248,289.79

*Future Bond Issuances Required

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement PLW Waterworks, LLC for Construction-Manager-at-Risk for Guaranteed Maximum Price Package One (Early Works Package) for a not-to-exceed amount of \$9,304,330.21.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

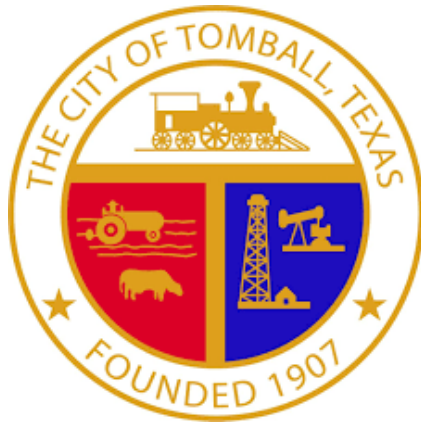
FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #400-614-6409 _____

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo Approved by _____
 Staff Member Date City Manager Date



CITY OF TOMBALL, TEXAS

Tomball South Wastewater Treatment Plant Expansion

**City of Tomball Project No.: 2023-10003
FNI Project No.: TMB24038**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES AGREEMENT**

CONTRACT NO. _____

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ATTACHMENTS:	Exhibit A	Project Description
	Exhibit B	Approved GMP Proposal
	Exhibit C	Technical Specifications
	Exhibit D	Construction Drawings

CITY OF TOMBALL, TEXAS

Construction Manager at Risk Agreement for Tomball South Wastewater Treatment Plant Expansion
CONSTRUCTION MANAGER AT RISK CONSTRUCTION PHASE SERVICES

GMP No. 1

Project No. 2023-10003 Contract No. _____

THIS AGREEMENT, made and entered by and between City of Tomball, hereinafter designated the "Owner" and Webber Waterworks, LLC, hereinafter designated the "Construction Manager at Risk" or "CM@Risk".

RECITALS

- A. The **City Manager of the City of Tomball, Texas**, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.
- B. The Owner intends to construct Tomball South Wastewater Treatment Plant Expansion Project as more fully described in the Approved Guaranteed Maximum Price and its amendments.
- C. To undertake the construction administration of said Project, the Owner has entered into a contract with Freese and Nichols, Inc., hereinafter referred to as the "Design Professional."
- D. The CM@Risk has represented to the Owner the ability to provide construction management services and to construct the Project. Based on this representation, the Owner engages the CM@Risk to provide these services and construct the Project.
- E. Contract for Design Phase Services has been executed previously between Owner and CM@Risk to perform Design Phase services. Those services may continue during the duration of this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the Owner and the CM@Risk as follows:

Article 1 – Definitions

1.0 Defined Terms

- 1.1** Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.
- 1.2** "Agreement" or "Contract" means this written document signed by the Owner and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.
- 1.3** "Application for Payment" means the Owner form used by the CM@Risk to request progress payments for Work in accordance with Article 7.
- 1.4** "Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.
- 1.5** "Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.
- 1.6** "Change Directive" means a written order prepared and signed by Owner, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.
- 1.7** "Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by Owner and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.
- 1.8** "Change Proposal" means a written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by the Owner, in consultation with Design Professional, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
- 1.9** "Claim" means a demand or assertion by Owner or Design Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim. A demand for money or services by a third party is not a Claim.

- 1.10** “Owner” means the City of Tomball, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Tomball Developmental Services, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the Owner under this Agreement.
- 1.11** “Owner’s Representative” means the person designated in Subsection 8.3.1.2.
- 1.12** “Owner’s Senior Representative” means the person designated in Subsection 8.3.1.1.
- 1.13** “CM@Risk” or “Construction Manager at Risk” means the firm selected by the Owner to provide construction services as detailed in this Agreement.
- 1.14** “CM@Risk’s Contingency” or “CM@Risk’s Contingency Allowance” means a fund to cover cost growth during the project used at the discretion of the CM@Risk usually for costs that result from project circumstances. The amount of the CM@Risk’s Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk’s Contingency is described in Subsection 5.1.2.3.
- 1.15** “CM@Risk’s Representative” means the person designated in Subsection 8.3.2.2.
- 1.16** “CM@Risk’s Senior Representative” means the person designated in Subsection 8.3.2.1.
- 1.17** “Contract Amendment” means a document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CM@Risk Services. A Contract Amendment is not used to make changes in the Work, such changes properly being made in a Change Order.
- 1.18** “Contract Documents” means the following items and documents in descending order of precedence executed by the Owner and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) written specifications; (iv) Drawings; (v) other Construction Documents; and (vi) GMP Plans and Specifications.
- 1.19** “Construction Documents” means the plans, specifications, and Drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.
- 1.20** “Construction Fee” means the lump sum amount for CM@Risk’s administrative costs for branch or home office overhead, and profit at the time of GMP.
- 1.21** “Contract” means the entire and integrated written agreement between Owner and Construction Manager at Risk concerning the Work.
- 1.22** “Contract Price” means the amount or amounts set forth in Article 5.

- 1.23** “Contract Time” means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.
- 1.24** “Constituent of Concern” means asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 1.25** “Cost of the Work” means the direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work as set forth in Exhibit D – Construction Drawings. The Cost of the Work shall not include the CM@Risk’s Construction Fee.
- 1.26** “Critical Path” means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.
- 1.27** “Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.
- 1.28** “Design Phase Contract” or “Preconstruction Phase Agreement” means the agreement between the Owner and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.
- 1.29** “Design Professional” or “Engineer” means a qualified, licensed design professional who furnishes design and/or construction administration services required for the Project. The Project Design Professional is referenced in Recital C, above.
- 1.30** “Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 1.31** “Drawings” means the part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by CM@Risk.
- 1.32** “Electronic Document” means Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to, Shop Drawings and other Submittals, that are in an electronic or digital format.
- 1.33** “Electronic Means” means electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and

recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

- 1.34** “Engineer” means the same as “Design Professional.” See 1.29.
- 1.35** “Final Acceptance” or “Final Completion” means the completion of the Work as prescribed in Section 4.2. The terms “final completion” as applied to all or part of the Work refer to Final Acceptance of such Work. The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.
- 1.36** “Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.
- 1.37** “General Conditions Costs” Includes, but is not limited to, the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses. The General Conditions Costs shall be included in the Cost of the Work.
- 1.38** “Guaranteed Maximum Price” or “GMP” means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk’s Contingency including authorized adjustments.
- 1.39** “GMP Amendment” means an amendment, executed in writing and signed by both parties, to the GMP.
- 1.40** “GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based as listed in the GMP proposal.
- 1.41** “Hazardous Environmental Condition” means the presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- 1.41.1** The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- 1.41.2** The presence of Constituents of Concern that are to be removed or remediated as part

of the Work is not a Hazardous Environmental Condition.

- 1.41.3** The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 1.42** “Legal Requirements” or “Laws and Regulations” or “Laws or Regulations” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.43** “Liens” means charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 1.44** “Milestone” means a principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 1.45** “Notice to Proceed” or “NTP” means the directive issued by the Owner, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven (7) Days prior to the commencement date stipulated herein and shall be provided no later than thirty (30) Days after the GMP proposal is approved by the Owner and all the required documentation is received by the Owner.
- 1.46** “Owner” means the entity with which CM@Risk has contracted regarding the CM@Risk Services and the Work, and which has agreed to pay CM@Risk for the performance of the CM@Risk Services and the Work, pursuant to the terms of the Contract.
- 1.47** “Owner’s Contingency” means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner’s Contingency will be set solely by the Owner and will be in addition to the Project costs included in the CM@Risk’s GMP packages. Use and management of the Owner’s Contingency is described in Subsection 5.1.3.
- 1.48** “Performance Period” means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.
- 1.49** “Preconstruction Phase Agreement” or “Design Phase Contract” means the agreement between the Owner and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design meetings and recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.
- 1.50** “Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

- 1.51** “Project” means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in each Approved GMP.
- 1.52** “Project Schedule” or “Progress Schedule” means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk’s plan to accomplish the Work within the Contract Times.
- 1.53** “Project Record Documents” means the documents created pursuant to Section 2.9.
- 1.54** “Samples” means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.
- 1.55** “Shop Drawings” means all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- 1.56** “Site” means the land or premises indicated in the Contract Documents on which the Project is located and upon with the Work is to be performed generally described in Exhibit A, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of CM@Risk.
- 1.57** “Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.
- 1.58** “Subcontractor” means an individual or firm having a direct contract with the CM@Risk who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.
- 1.59** “Subconsultant” means a person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.
- 1.60** “Sub-subcontractor or -subconsultant” means an individual or firm having a direct contract with any Subcontractor or any other individual firm having a contract with aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible or furnishes services required as its independent profession associate or consultant with respect to the Project, as applicable.
- 1.61** “Submittal” means a written or graphic document, prepared by or for CM@Risk, which the Contract Documents require CM@Risk to submit. Submittals may include Shop Drawings; Samples; Project Schedules; Product Data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and

maintenance data; project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or Design Professional, are not Contract Documents. Change Directives, Change Orders, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

- 1.62** “Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. This may include: (i) approval by City Fire Marshal and local authorities; (ii) all materials and equipment installed; (iii) all systems in place, functional, and displayed to the Owner or its representative; (iv) all systems reviewed and accepted by the Owner; (v) successful start-up process with any required documentation and witnessing, (vi) draft O&M manuals and record documents reviewed and accepted by the Owner; (vii) Owner operation and maintenance training complete; (viii) landscaping and site work; and (ix) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.3.3.
- 1.63** “Supplier” means a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.
- 1.64** “Technical Data” means those items expressly identified as Technical Data with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.
- 1.64.1** If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to CM@Risk.
- 1.64.2** Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.
- 1.65** “Underground Facilities” means all active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site. An abandoned facility or system is not an Underground Facility.
- 1.66** Unit Price Work means Work to be paid for based on unit prices.
- 1.67** “Work” means the entire completed construction or the various separately identifiable

parts thereof, required by the Agreement to be furnished during the construction phase. “Work” includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 – CM@Risk’s Services and Responsibilities

2.0 The CM@Risk shall furnish labor, materials, equipment, transportation, utilities, services, and facilities required and necessary to perform all Work required by the contract document, and to completely and totally construct the same and install the material therein for the Owner. All Work will be performed in a good, workmanlike, and substantial manner within the care and skill of a qualified CM@Risk in Tomball, Texas. The Work shall be to the satisfaction of the Owner and strictly pursuant to and in conformity with the Project’s Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk’s Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. CM@Risk’s Representative shall communicate regularly with Owner but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk’s Representative may be replaced only with the written consent of Owner.

2.1.2 Owner’s Project Management Information System (FNI Manager)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. Any documents submitted to the Owner or Design Professional in electronic format shall be considered an equivalent to the original of such document.

2.1.2.2 The CM@Risk can expect to use FNI Manager to process all primary contract documents related to the construction phase of the Project including requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional’s supplemental instructions, Project Schedules, and Applications for Payment.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to FNI Manager, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the FNI Manager system.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CM@Risk shall obtain or assist the Owner to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits and file the necessary environmental notices.**

2.2.2 Copies of these permits and notices must be provided to the Owner’s Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the Owner’s Representative. This provision does not constitute an assumption by the Owner of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 Owner shall be responsible for all City of Tomball review and permit(s) fees for building and demolition permits. Owner will also pay the review and permit fees for grading and drainage,

water, sewer right-of-way, and landscaping. Owner shall also pay the utility design fees for permanent services.

2.2.4 CM@Risk shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above. CM@Risk is responsible for the cost of water meter(s), and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the Owner's Representative will schedule a pre-construction conference.

2.3.2 The purpose of this conference is to establish a working relationship between the CM@Risk, various City agencies, and other stakeholders. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Application for Payment and processing, coordination with the involved stakeholders, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date will be decided by the mutual acceptance of the Owner and CM@Risk. After the conference, a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established, the conditions of the Substantial Completion will be listed.

2.3.4 The CM@Risk shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.3.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, CM@Risk shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.4.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.4.3 CM@Risk, the CM@Risk's Representative or other authorized representative shall be present at the Site at all times that construction activities are taking place.

2.4.3.1 All elements of the Work will be under the direct supervision of a foreman or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2.4.4 In the event of noncompliance with this Section, the Owner may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the

CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer.

- 2.4.5 Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. With the exception of subsurface and otherwise mutually agreed upon inaccessible conditions, no increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the Owner for resolution before proceeding with the Work.
- 2.4.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.
- 2.4.7 The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil Design Professional or surveyor in the State of Texas.
- 2.4.8 Any person employed by the CM@Risk or any Subcontractor who, in the reasonable opinion of the Owner, does not perform their work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the Owner, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the Owner. **THE CM@RISK OR SUBCONTRACTOR SHALL KEEP THE OWNER HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**
- 2.4.9 CM@Risk assumes responsibility to the Owner for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-subcontractor, including any third-party beneficiary rights.
- 2.4.10 CM@Risk shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.5 Control of the Work Site

- 2.5.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.
- 2.5.2 CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the Owner and in accordance with the local requirements.
- 2.5.3 CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements may include, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency

exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.5.4 Only materials and equipment which are to be used directly in the Work will be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.

2.6 Shop Drawings, Product Data and Samples

2.6.1 Shop Drawings, Product Data, Samples, and Submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.6.2 The CM@Risk shall review, approve, verify, and submit to the Owner each Shop Drawing, Product Data, Sample, and Submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.

2.6.3 The CM@Risk shall perform no portion of the Work requiring Submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the Owner. Such Work will be in accordance with approved Submittals.

2.6.4 By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar Submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.6.5 The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples, or similar Submittals unless the CM@Risk has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the Owner's approval thereof.

2.6.6 The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the Owner on previous submittals.

2.6.7 Informational Submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

2.6.8 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

2.7.1 All materials used in the Work will be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.7.2 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection

and approval or rejection by the Owner. Any material rejected by the Owner shall be removed immediately and replaced in an acceptable manner.

- 2.7.3** The procedures and methods used to sample and test material will be determined by the Owner.
- 2.7.4** The Owner may select a pre-qualified Owner or independent testing laboratory and may perform additional acceptance testing at the Owner's cost.
 - 2.7.4.1** When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk. CM@Risk's Contingency cannot be utilized for the cost of re-testing.
 - 2.7.4.2** When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.
- 2.7.5** The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them with access to the Work at all times.
- 2.7.6** At the option of the Owner, materials may be approved at the source of supply before delivery is started.
- 2.7.7** Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and will be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.
- 2.7.8** CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.
- 2.8 Trade Names and Substitutions**
 - 2.8.1** Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:
 - 2.8.2** The proposed substitution will be submitted by CM@Risk in writing to the Owner.
 - 2.8.3** The CM@Risk shall certify that the proposed substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
 - 2.8.4** The Submittal will state any required changes in the Contract Documents to adapt the design to the proposed substitution.
 - 2.8.5** The Submittal will contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the Submittal will include any adjustment in the Contract Time created by the proposed substitution.
 - 2.8.6** The CM@Risk, if requested by the Owner, shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the proposed substitution.
 - 2.8.7** The Owner will make the final decision and will notify the CM@Risk in writing as to whether the proposed substitution has been accepted or rejected. If the Owner does not respond in a timely

manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the proposed substitution will be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for project record document purposes.

2.9.1.1 The CM@Risk shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents, with particular attention to information on concealed elements, which would be difficult to identify or measure and to be recorded later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.9.1.2 Mark completely and accurately project record drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.

2.9.1.3 Note the designated number of a request for interpretations, Submittal, Change Order or other documents as required to identify the source of the change to the Construction Documents.

2.9.1.4 The CM@Risk shall as a condition of Substantial Completion, submit project record drawing and Shop Drawings prints to the Owner or its representative for review and comment.

2.9.2 Upon receipt of the reviewed project record drawings from the Owner, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the Owner within fourteen (14) Days.

2.10 Project Safety

2.10.1. CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2. CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.10.3. CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

- 2.10.4.** The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.
- 2.10.5.** CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement.
- 2.10.6.** CM@Risk will immediately report in writing any safety-related injury, loss, damage, near-miss, or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 2.10.7.** CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

- 2.11.1.** CM@Risk warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 2.11.2.** CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.
- 2.11.3.** CM@Risk's warranty obligation shall be for two years.

Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.12 Correction of Non-Conforming Work

- 2.12.1.** CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.11 above, within a period of two (2) years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the Owner, shall not constitute acceptance of Work.
- 2.12.2.** During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the Owner within five (5) Days of such notice. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the Work, Owner, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that Owner will commence correction of such nonconforming Work with its own forces.
- 2.12.3.** CM@Risk shall take meaningful steps to commence correction of nonconforming Work subject to Section 2.11 above, within seven (7) Days of receipt of written notice from Owner. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to

commence the necessary steps within such seven (7) Day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that Owner will commence correction of such nonconforming Work with its own forces.

- 2.12.4.** If Owner does perform such corrective Work, CM@Risk shall be responsible for all reasonable costs incurred by Owner in performing such correction.
- 2.12.5.** If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will notify the Owner as soon as practicable, and respond and initiate corrections within twenty-four hours. Should Owner choose to respond to the emergency with its own staff or contractors, CM@Risk will cooperate and support the Owner in such response.
- 2.12.6.** The two-year period referenced in Subsection 2.11.3 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding CM@Risk's other obligations under the Contract Documents.

Article 3 – Owner’s Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk’s timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk’s performance of its obligations under the Contract Documents.

3.1.2 Owner shall furnish at the CM@Risk’s request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format.

3.1.3 The Design Professional will provide training in the use and operation of FNiManager.

3.2 Owner’s Representative

3.2.1 Owner’s Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.

3.2.2 Owner’s Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.

3.2.3 The Owner may utilize field inspectors to assist the Owner’s Representative during construction in observing performance of the CM@Risk. The inspector is present for the purpose of assisting the Owner’s Representative and is not an inspector with a regulatory agency or an inspector from a laboratory pursuant to Subsection 2.7.4.

3.2.3.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector will endeavor to provide observations that the Work is in conformance with the Contract Documents.

3.2.3.2 The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.3 The inspector is not authorized to issue instructions contrary to the Construction Documents or to direct the means and methods of the Work performed by the CM@Risk.

3.2.3.4 The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the Owner’s Representative.

3.2.3.5 The furnishing of such services for the Owner shall neither make nor imply the Owner responsible for or give the Owner control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk’s failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The Owner may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional’s contract as well as other firms hired by the Owner shall be furnished to the CM@Risk. The CM@Risk shall not have any right, however, to limit or restrict any contract modifications that are mutually acceptable to the

Owner and Design Professional.

- 3.3.2** The Owner may contract with the Design Professional to provide some or all of the following services during the performance of the Work.
 - 3.3.2.1** Provide oversight of the Work and facilitate project communications. The Owner and CM@Risk shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.
 - 3.3.2.2** Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the Owner informed of progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work. The Design Professional may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.
 - 3.3.2.3** Review and approve or take other appropriate action upon the CM@Risk's Submittals such as Shop Drawings, Product Data, and Samples in accordance with Section 2.6.
 - 3.3.2.4** Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or CM@Risk. The Design Professional's response to such requests will be made with reasonable promptness.
 - 3.3.2.5** Prepare Change Orders and may authorize minor changes in the Work as provided in Article 6.
 - 3.3.2.6** Conduct inspections to determine Substantial Completion and Final Acceptance.
 - 3.3.2.7** Receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 Owner's Separate Contractors

Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with the CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any Owner separate contractors will be subject to Owner insurance and subrogation requirements.

3.5 Permit Review and Inspections.

- 3.5.1** If requested by the CM@Risk, the Owner's Representative will provide assistance and guidance in obtaining necessary reviews, permits, and inspections.
- 3.5.2** Regulating agencies of the Owner, such as Public Works and Fire Department, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the Owner under this Agreement.

Article 4 – Contract Time

4.0. Contract Time.

- 4.0.1.** Contract Time shall start with the commencement date established in the Notice to Proceed for GMP No. 1 and end with Substantial Completion of all Work.
- 4.0.2.** Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.
- 4.0.3.** CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.
- 4.0.4.** All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1. Substantial Completion

- 4.1.1.** Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1, and with the criteria set forth in the Notice to Proceed.
- 4.1.2.** Prior to notifying the Owner in accordance with Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the Owner a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.
- 4.1.3.** CM@Risk shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.
- 4.1.4.** Within five (5) Days of Owner's receipt of CM@Risk's notice, Owner and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.1.5.** If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within sixty (60) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 4.1.6.** Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and CM@Risk agree that Owner's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

4.2. Final Acceptance. Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, Owner and CM@Risk will jointly inspect to verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The Owner will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. Liquidated Damages.

4.3.1. CM@Risk recognizes that *time is of the essence* for the CM@Risk to achieve Substantial Completion and Owner will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Thousand Dollars (\$2,000.00) for each day that expires after the Contract Time, as adjusted in accordance with this Contract, until the Day that Substantial Completion occurs.

4.3.2. The Owner may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the Owner. Liquidated damages are intended to compensate the Owner for the CM@Risk's failure to meet the deadlines set forth herein and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

4.3.3. The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the Owner and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

4.4. The CM@Risk and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons and damages incurred by the CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except actual profit arising directly from the completed Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9. Nothing contained in this Section 4.4 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

4.5. Project Schedule

4.5.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.5.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the

Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

- 4.5.3.** Updated Project Schedules shall be submitted monthly in electronic forms to the Owner as part of the Payment Request.
- 4.5.4.** CM@Risk shall provide Owner with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP proposal and within the Contract Time. Each status report shall also include the following:
- Description of problem tasks (referenced to field instructions, or requests for interpretation, as appropriate)
 - Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion
 - Changes in construction sequence
 - Pending items and status thereof including:
 - Time Extension requests
 - Other items
 - Substantial Completion date status:
 - If ahead of schedule, the number of calendar Days ahead
 - If behind schedule, the number of calendar Days behind
 - Other project or scheduling concerns
- 4.5.5.** Owner's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.
- 4.5.6.** The Project Schedule will include a Critical Path Method (CPM) diagram schedule that will show the sequence of activities, the interdependence of each activity, and indicate the Critical Path.
- 4.5.6.1.** The CPM diagram schedule will be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.
- 4.5.6.2.** The CPM diagram schedule will indicate all relationships between activities.
- 4.5.6.3.** The activities making up the schedule will be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 4.5.6.4.** The CPM diagram schedule will be based upon activities, which would coincide with the schedule of values, but the Project Schedule is not required to be cost-loaded.
- 4.5.6.5.** The CPM diagram schedule will show all critical submittals associated with each work activity and the reasonable review time for each submittal.
- 4.5.6.6.** The Project Schedule will show Milestones, including Milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.

- 4.5.6.7.** The Project Schedule will include a Critical Path activity that reflects anticipated rain delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.
- 4.5.7.** The Project Schedule will consider the Owner's occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.5.8.** Float time will be as prescribed below.
- 4.5.8.1.** The total Float within the overall Project Schedule, is not for the exclusive use of either the Owner or the CM@Risk but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract Milestones and the Project Contract Time.
- 4.5.8.2.** The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the Project Schedule is jointly owned, no time extensions will be granted or delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

Since Float time within the Project Schedule is jointly owned, it is acknowledged that delays on the Project may be offset by time savings.

Article 5 – Guaranteed Maximum Price

- 5.0.** The CM@Risk agrees to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all liens, provided that Owner has met its payment obligations under this Agreement, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.
- 5.1. Guaranteed Maximum Price.**
- 5.1.1.** The Guaranteed Maximum Price will be as approved in the Guaranteed Maximum Price proposal attached as an Exhibit.
- 5.1.2.** Guaranteed Maximum Price is composed of the following lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs.
- 5.1.2.1** Cost of the Work, General Conditions Costs and the Construction Fee are firm fixed lump sums, but subject to adjustments as permitted in the contract Documents.
- 5.1.2.2** Any additional fees tied to use of the Owner's Contingency shall not exceed **. %** of any approved use of Owner's Contingency, subject to adjustments as permitted in the Contract Documents.
- 5.1.2.3** CM@Risk's Contingency is a firm fixed lump sum amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the Owner for increases in General Condition Costs, which approval will not be unreasonably withheld. CM@Risk's Contingency is assumed to be a direct project cost so will have received all markups at the time of GMP submission.
- 5.1.2.3.1** As part of the proposal to release contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values and include them in the package for approval. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and add the same amount to the line item on the schedule of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, that will be so indicated.
- 5.1.2.4** As a public procurement project this Project is tax exempt appropriate tax exemption forms shall be provided to the CM@Risk.
- 5.1.3** Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.
- 5.1.4** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.
- 5.1.5** GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.
- 5.1.5.1** If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

Article 6 – Changes to the Contract Price and Time

6.0. Delays to the Work

- 6.0.1.** If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.
- 6.0.2.** The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.
- 6.0.3.** By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.0.4.** If adverse weather conditions (see General Conditions) are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.
- 6.0.5.** It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the Owner of any of its legal rights herein.
- 6.0.6.** In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, shall immediately notify the Owner's Representative by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

6.1. Differing Site Conditions

- 6.1.1.** If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition so long as CM@Risk complies with the provisions of the Contract Documents in notification, coordination, and resolution of the Differing Site Condition.
- 6.1.2.** Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to

Owner of such condition, which notice shall not be later than seven (7) Days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2. Errors, Discrepancies and Omissions

6.2.1. If the CM@Risk observes errors, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.

6.2.2. If the CM@Risk proceeds with the Work affected by such known errors, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.3. Owner Requested Change in Work

6.3.1. The Owner reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the Owner's best interest.

6.3.2. Such alterations and changes will not invalidate this Agreement nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.

6.3.3. The Owner will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4. Legal Requirements

6.4.1. The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.5. Change Directives and Change Orders

6.5.1. Owner and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.5.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.6. Minor Changes in the Work

6.6.1. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.6.2. The Owner has authority to order minor changes in Work that do not materially and adversely affect the Contract Price or Contract Time, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the Owner and CM@Risk. The CM@Risk shall carry out such written orders promptly.

6.6.3. CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly

inform Owner, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7. Contract Price Adjustments

- 6.7.1.** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
- 6.7.1.1.** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
 - 6.7.1.2.** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; or
 - 6.7.1.3.** Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee, and tax.
- 6.7.2.** The markups that shall be allowed on such changes shall be no greater than the agreed upon Construction Fee.
- 6.7.3.** If an increase or decrease cannot be agreed to as set forth in Subsections 6.7.1.1 through 6.7.1.3 above and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in each GMP exhibit, as may be set forth in the Agreement. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4.** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 6.7.5.** If Owner and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.
- 6.7.5.1.** As part of the negotiation process, CM@Risk shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations.
 - 6.7.5.2.** If the parties are unable to agree and Owner expects the CM@Risk to perform the services in accordance with Owner's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.
- 6.7.6. Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

Article 7 – Procedure for Payment

7.0. For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the Owner and to its satisfaction, the Owner agrees to pay the said CM@RISK the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.3, CM@Risk shall submit for Owner's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the Owner's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and Owner shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.

7.1.4.2. For materials and equipment stored off the Site and included in Payment Request, the Owner must approve the storage. The material and equipment must be stored within **Harris** County and be accessible for Owner's inspection. The CM@Risk must protect the Owner's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the Owner as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit Applications for Payment to the Owner at the beginning of each month beginning with the first month after the construction Notice to Proceed.

7.1.6. With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258 of the Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.

7.2. Payment of GMP

7.2.1. Owner shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is received by the Owner, but in each case less the total of payments

previously made, and less amounts properly retained under Section 7.3 below.

7.2.2. Owner shall pay CM@Risk all amounts properly due. If Owner determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the Owner. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify Owner's concerns. CM@Risk and Owner will attempt to resolve Owner's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3. Retention on GMP

7.3.1. Owner will retain five percent (5%) of each Payment Request amount provided.

7.4. Substantial Completion. Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, Owner shall make final payment 30 Days after the receipt by the Owner, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the Owner.

7.5.2. At the time of submission of its final Payment Request, CM@Risk shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

7.5.2.2. A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

7.5.2.3. Conditional waivers and releases executed by all Subcontractors; and

7.5.2.4. Consent of CM@Risk's surety, if any, to final payment (original with raised seal).

7.6. Payments to Subcontractors or Suppliers

7.6.1. CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the Owner. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the Owner with each progress payment. In addition, any reduction of retention by the Owner to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CM@Risk fails to make payments in accordance with these provisions, the Owner may take any one or more of the following actions and CM@Risk agrees that the Owner may take

such actions:

- 7.6.2.1. To hold the CM@Risk in default under this Agreement;
- 7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
- 7.6.2.3. Reject all future offers to perform work for the Owner from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or
- 7.6.2.4. Terminate this Agreement.
- 7.6.3. All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@Risk shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment it receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.
- 7.6.4. Should the Owner fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.
- 7.6.5. CM@Risk shall include prompt-payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.
- 7.7. **Record Keeping and Finance Controls**
- 7.7.1. Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the Owner and CM@Risk shall be kept on a generally recognized accounting basis and shall be available for three years after Final Acceptance of the Project.
- 7.7.2. The Owner, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders. Notwithstanding the foregoing, the composition of any stipulated rates shall not be subject to audit.
- 7.7.3. The Owner reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

Article 8 – Claims and Disputes

8.0. Requests for Contract Adjustments and Relief

- 8.0.1.** If either CM@Risk or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.0.2.** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.0.3.** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.0.4.** Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

- 8.1.1.** The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and Owner each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 8.1.2.** CM@Risk and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and Owner's Representative.
- 8.1.3.** If a dispute or disagreement cannot be resolved through CM@Risk's Representative and Owner's Representative, CM@Risk's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.

- 8.2. Duty to Continue Performance** Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and Owner.

8.3. Representatives of the Parties

8.3.1. Owner's Representatives

- 8.3.1.1.** Owner designates the Design Professional or their designee as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.
- 8.3.1.2.** Owner designates the Owner's project manager as its Owner's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2.

8.3.2. CM@Risk’s Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative (“CM@Risk’s Senior Representative”), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

Peter T. Bailey
281-907-8600
pbailey@plwus.com

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk’s Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

Alejandro Vazquez
713-412-2298
avazquez@plwus.com

Article 9 – Suspension and Termination

9.0. Owner’s Right to Stop Work

- 9.0.1.** Owner may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.
- 9.0.2.** CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by Owner.

9.1. Termination for Convenience

- 9.1.1.** Upon receipt of written notice to CM@Risk, Owner may, at its discretion and without cause, elect to terminate this Agreement. In such event, Owner shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.
- 9.1.2.** If the Owner suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.1.3** Upon such termination, the CM@Risk shall proceed with the following obligations:
 - 9.1.3.1** Stop Work as specified in the notice;
 - 9.1.3.2** Place no further subcontracts or orders;
 - 9.1.3.3** Terminate all subcontracts to the extent they relate to the Work terminated;
 - 9.1.3.4** Assign to the Owner all right, title and interest of the CM@Risk under the subcontracts terminated, in which case the Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 - 9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the Owner has or may acquire an interest.
- 9.1.4** The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.1.5** The Owner shall pay CM@Risk the following:
 - 9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination;
 - 9.1.5.2** The reasonable costs and expenses attributable to such termination; and
 - 9.1.5.3** CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CM@Risk would have sustained a loss on the entire Work, had it been completed, the CM@Risk shall not be allowed profit, and the Owner shall reduce the settlement to reflect the indicated rate of loss.
- 9.1.6** The CM@Risk shall maintain all records and documents for three (3) years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. Owner's Right to Perform and Terminate for Cause

- 9.2.1.** If the Owner provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the Owner may have a portion of the Work included in the written order accomplished by other sources.
- 9.2.2.** If CM@Risk persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.
- 9.2.3.** Upon the occurrence of an event set forth in Subsection 9.2.2 above, Owner may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.
- 9.2.3.1.** If CM@Risk fails to cure, or reasonably commences to cure, such problem, then Owner may give a second written notice to CM@Risk of its intent to terminate within an additional seven (7) Day period.
- 9.2.3.2.** If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commences to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration.
- 9.2.4.** Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.2.5.** In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the Owner prior to its default.
- 9.2.6.** If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from CM@Risk's default.
- 9.2.7.** If Owner improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

Article 10 – Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The Owner in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage in the following amounts:

- General Aggregate/for this Project \$2,000,000/\$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The policy shall be endorsed to include the following additional insured language: **“The City of Tomball, its Officials, and Employees, as well as Design Professional shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Tomball and Design Professional. A copy of the endorsement or other policy provisions naming the City of Tomball and Design Professional as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Tomball, its Officials, and Employees, as well as Design Professional shall be attached to the certificate of insurance.”**

10.1.2 Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement:

- Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: **“The City of Tomball, its Officials, Employees, and Volunteers, as well as Design Professional, shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk This policy shall provide a blanket waiver of subrogation in favor of the City of Tomball and Design Professional. A copy of the endorsement or other policy provisions naming the City and Design Professional as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Tomball, its Officials, and Employees, as well as Design Professional, shall be attached to the certificate of insurance.”**

10.1.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory

- Employers' Liability:
 - Each Accident \$100,000
 - Disease – Each Employee \$100,000
 - Disease – Policy Limit \$500,000

This policy shall provide a blanket waiver of subrogation in favor of the City of Tomball and Design Professional. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Tomball, its Officials, and Employees, as well as Design Professional, shall be attached to the certificate of insurance.

10.1.4 Builders' Risk Insurance or Installation Floater –

In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders.

10.1.4.1 The City of Tomball, its Officials, and Employees, Design Professional, the CM@Risk, and Subcontractors, shall be named as Additional Insureds on the policy.

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement.

10.1.4.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or (ii) until no person or entity, other than the Owner has an insurable interest in the property required to be covered.

10.1.4.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the Owner.

10.1.4.5 Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

10.1.4.6 **This policy shall provide a blanket waiver of subrogation in favor of the City of Tomball and Design Professional. A copy of the endorsement or other policy provisions naming the City of Tomball and Design Professional as additional insureds to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Tomball, its Officials, and Employees, as well as Design Professional, shall be attached to the certificate of insurance.**

10.1.4.7 CM@Risk is responsible for the payment of all policy deductibles.

10.2 Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

10.2.1 On insurance policies where the City of Tomball is named as an additional insured, the City of Tomball and the Design Professional shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

- 10.2.2** The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 10.2.3** Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 10.3** **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the Owner. Such notice shall be sent directly to the Owner Senior Representative and shall be sent by certified mail, return receipt requested.
- 10.4** **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.
- 10.5** **Verification of Coverage**
- 10.5.1** CM@Risk shall furnish the Owner with certificates of insurance (ACORD form or equivalent approved by the Owner) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 10.5.2** All certificates and endorsements are to be received and approved by the Owner before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.
- 10.5.3** All certificates required by this Agreement shall be sent directly to Owner's Senior Representative. The Owner project/contract number and project description shall be noted on the certificate of insurance. The Owner reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE OWNER'S RISK MANAGEMENT DIVISION.**
- 10.5.4** **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the Owner's requirements, the CM@Risk must:**
- **Submit a current insurance certificate (dated within fifteen (15) Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**
- 10.6** **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the Owner separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7** **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Owner whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
- 10.8** **Bonds and Other Performance Security.**
- 10.8.1** Prior to execution of this Agreement, the CM@Risk must provide a performance bond and a labor and materials bond, each in an amount equal to the total contract price of the GMP set

forth in this Agreement. In addition to any criteria set forth in this provision, the performance and payment bonds must comply with all requirements of Chapter 2253 of the Texas Government Code.

- 10.8.2** Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.
- 10.8.3** The bonds shall be made payable and acceptable to the City of Tomball.
- 10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A- or better for the prior four quarters" by the A.M. Best Company.

Article 11 – Indemnification

11.1 CM@Risk’s General Indemnification.

11.1.1 CM@Risk agrees to indemnify and save harmless the City of Tomball, its officers, agents and employees, Design Professional, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney’s fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of the Contract Documents or on account of any act, claim or amount arising or recovered under worker’s compensation law or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree, provided that such indemnification obligation shall not apply to the extent such suits, claims, losses and expenses arise from the negligence or willful misconduct of an indemnitee. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense, and judgment costs where this contract of indemnity applies. In consideration of the award of this Contract, the CM@Risk agrees to waive all rights of subrogation against the City of Tomball, its officers, officials, agents and employees, as well as Design Professional, for losses arising from the work performed by the Contractor for the City of Tomball.

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal; GMP, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

12.1.3.2 Specifications take precedence over Plans.

12.1.3.3 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract.

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

12.1.5 The Contract Documents form the entire agreement between Owner and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 **Time is of the Essence.** Owner and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 **Mutual Obligations.** Owner and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 **Cooperation and Further Documentation.** The CM@Risk agrees to provide the Owner with such other duly executed documents as shall be reasonably requested by the Owner to implement the intent of the Contract Documents.

12.6 **Assignment.** Neither CM@Risk nor Owner shall, without the written consent of the other, assign, transfer, or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.7 **Successorship.** CM@Risk and Owner intend that the provisions of the Contract Documents

are

binding upon the parties, their employees, agents, heirs, successors and assigns.

- 12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the Owner and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of Owner and the CM@Risk and not for the benefit of any other party.
- 12.9 Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Harris County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the Owner consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.
- 12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.11 Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the Owner to verify such compliance.
- 12.12 Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and Owner in writing, describing the apparent variance or deficiency.
- 12.13 Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.
- 12.14 Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the Owner the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the Owner as to the results of the Work only. These results shall comply with all applicable laws and ordinances.
- 12.15 Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.

12.16 Covenant Against Contingent Fees. The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City of Tomball Council, or any employee of the City of Tomball has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Tomball shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.17 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.18 Notice.

12.18.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission,(b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

Webber Waterworks, LLC
Attn: Peter T. Bailey, Executive Vice President
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77389
pbailey@plwus.com

to Owner:

City Manager
David Esquivel
401 Market Street, Tomball, TX 77375
DEsquivel@tomballtx.gov

With a Copies to:

City Attorney
Loren B. Smith
401 Market Street, Tomball, TX 77375

City Representative

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver

because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.18.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

Webber Waterworks, LLC
Attn: Peter T. Bailey, Executive Vice President
1725 Hughes Landing Blvd., Suite 1200
The Woodlands, TX 77389
pbailey@plwus.com

to Owner:

City Manager
David Esquivel
401 Market Street, Tomball, TX 77375
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City Representative

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.19 Equal Opportunity/Affirmative Action

12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The

CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The Owner extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for Owner business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

“Any Party (Subcontractor), in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship.”

12.20 Confidentiality of Plans & Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only. You may not share them with others except as required to fulfill the obligations of your Contract with the Owner.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Tomball.”

12.21 Hazardous Materials

12.21.1 Unless included in the Work, if the CM@Risk encounters onsite material which they reasonably believe to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Laws and Regulations, they shall immediately stop work and report the condition to the Owner.

12.21.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the Owner may agree, in writing, to continue work in non-affected areas onsite.

12.21.3 An extension of Contract Time may be granted in accordance with Article 6.

- 12.21.4** The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 12.22** **Traffic Control.** CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.
- 12.23** **Immigration Nationality Act.** CM@Risk shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by Owner, CM@Risk shall provide Owner with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk shall adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any CM@Risk employee who is not legally eligible to perform such services. **CM@RISK SHALL INDEMNIFY CITY OF TOMBALL AND HOLD CITY OF TOMBALL HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@RISK'S EMPLOYEES.** Owner, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.
- 12.24** **Prohibition on Contracts with Companies Boycotting Israel.** CM@Risk acknowledges that in accordance with Chapter 2271 of the Texas Government Code, Owner is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk’s signature provides written verification to the Owner that CM@Risk: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.25** **Prohibition on Contracts with Companies Boycotting Certain Energy Companies.** CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, Owner is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk’s signature provides written verification to the Owner that CM@Risk: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.26** **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.** CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, Owner is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity,” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk’s signature provides written verification to the Owner that CM@Risk: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm

trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

12.27 Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization. Sections 2252 and 2270 of the Texas Government Code restricts Owner from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the Owner that CM@Risk, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

12.28 Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. The Owner may terminate this Contract immediately without any further liability if the Owner determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

IN WITNESS WHEREOF, Owner and CM@Risk have signed this Agreement.

This Agreement will be effective on _____, which is the Effective Date of the Contract.

Owner (**City of Tomball, Texas**):

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____

CM@Risk (**Webber Waterworks, LLC**):

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: **Peter T. Bailey**
(typed or printed)

Title: **Executive Vice President**
(typed or printed)

Attest: _____
(individual's signature)

Title: **Witness**

License No.: **n/a**
(where applicable)

State: **n/a**

Attachments:	Exhibit A	Project Description
	Exhibit B	Approved GMP Proposal
	Exhibit C	Technical Specifications
	Exhibit D	Construction Drawings

EXHIBIT A – PROJECT DESCRIPTION

The project includes expanding the South Wastewater Treatment Plant (WWTP) from 1.5 million gallons per day (MGD) to 3.0 MGD. The expansion includes the following components:

- Conversion of the existing influent lift station into a coarse screen structure, including a new dumpster building.
- New influent lift station.
- Headworks improvements: addition of a second fine screen, replacement of grit removal system, new dumpster building.
- New aeration basins and blower building.
- Demolition and disposal of existing oxidation ditch and RAS/WAS pump station.
- New clarifiers and RAS/WAS pump station.
- Replacement of existing RAS/WAS pump station (for existing clarifiers).
- New scum pumpstation for new clarifiers.
- New filters.
- New Ultraviolet (UV) disinfection system.
- New sludge rotary drum thickeners.
- New aerobic digester blowers.
- Replacement of existing digested sludge feed pump.
- Replacement of centrifuge in the existing dewatering building.
- New vacuum truck receiving station.
- New natural gas generators.
- Expansion of administration building.
- One new standalone electrical building.
- Electrical and instrumentation improvements associated with the above items.

The estimated construction budget is \$59,546,705.

The project construction will be executed in two separate Guaranteed Maximum Proposal (GMP) packages.

GMP No. 1 will include the following:

- Procurement of switch gear and motor control systems
- Procurement of process equipment as shown in Exhibit B
- General conditions, bonds, and insurance cost at the rate established in CM@Risk's design phase service contract
- CM@Risk fee at the rate established in CM@Risk's design phase service contract

GMP No. 2 will be added to this contract through an amendment and will include the following:

- Balance of Plant (BOP) Package No. 1 – Commercial Package
 - Expansion of administration building
 - Coarse screen dumpster building
- BOP No. 2 – Site Work and Process Facilities Package
- BOP No. 3 – Electrical, Instrumentation and Control
- BOP No. 4 – HVAC
- General conditions, bonds, and insurance cost at the rate established in CM@Risk's design phase service contract
- CM@Risk fee at the rate established in CM@Risk's design phase service contract

EXHIBIT C – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this agreement by reference only and on file with the:

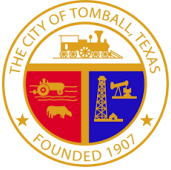
- Design Professional
- Owner Project Manager
- CM@Risk Contractor

EXHIBIT D – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this agreement by reference and on file with the:

- Design Professional
- Owner Project Manager
- CM@Risk Contractor

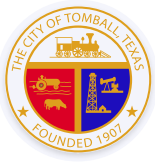
City of Tomball



Tomball South Wastewater Treatment Plant Expansion Project

Guaranteed Maximum Price (GMP) #1 Proposal

December 10, 2024



RECORD OF AMENDMENT

Rev	Revision Description	Revision Date	Checker	Approver
0	GMP1 Proposal to City	12/10/24	T. Young	P. Bailey
1	Revision to Address Meeting Comments	01/06/25	T. Young	P. Bailey

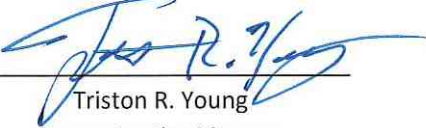
**CURRENT REVISION
APPROVAL TO ISSUE**

Revision Description
Final GMP1 Proposal

Date
January 06, 2024

This is to confirm that this Guaranteed Maximum Price Proposal has been prepared, reviewed, and approved in accordance with internal Quality procedures and directives.

Prepared By


Triston R. Young
Preconstruction Manager

Approved By


Peter Bailey
Project Executive

CITY OF TOMBALL APPROVAL

Approved By

David Esquivel
City Manager

PLW Waterworks, LLC

1725 Hughes Landing Blvd., Suite 1200 | The Woodlands, TX 77389

Cover Letter

December 10, 2024

Mr. Drew Huffman
Director of Public Works
City of Tomball

Re: South Wastewater Treatment Plant Expansion Project – GMP 1 Proposal

Dear Mr. Huffman:

PLW Waterworks is pleased to submit our Guaranteed Maximum Price #1 (GMP 1) Proposal for the initial phase of work to construct the referenced project.

GMP #1 includes the following major items:

- Procurement of switch gear and motor control systems.
- Procurement of Process Treatment Equipment.
- General conditions, bonds and insurance cost are included at the contractually established rate.
- CMAR Fee is included at the contractually established rate.

This GMP Proposal Includes:

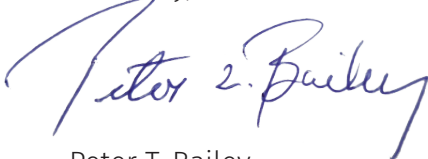
- Section 1 provides a full cost breakdown for all direct construction costs (Tier 1 purchase orders) and summary of all allowance items.
- Section 2 provides a schedule for the GMP 1 work activities.
- Section 3 provides a summary of all plans, specifications, assumptions, and clarifications.

The following GMP assumptions are noted for clarity:

- General conditions cost and fee will be billed on a cost incurred basis.
- All allowances have been clearly defined in this proposal. Any funds, included as allowances, which are not used will be tracked, and transferred to the project contingency for the overall project. All unused funds will be returned to the City at project completion.

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,



Peter T. Bailey
Executive Vice President
PLW Waterworks



GUARANTEED MAXIMUM PRICE CONTENTS

Section 1: Cost

Exhibit A.1 – GMP Breakdown and Work Package Cost Summary

Exhibit A.2 – Cost Detail

* Work Package Documentation

Exhibit A.3 - Basis of Allowances

Section 2: Schedule

Exhibit B.1 – Schedule Summary

Section 3: Contract Documents

Exhibit C.1 – List of Plans

Exhibit C.2 – List of Specifications

Exhibit C.3 – Assumptions and Clarifications



Section 1: Cost

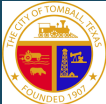


Exhibit A.1 GMP Breakdown and Work Package Cost Summary





City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Guaranteed Maximum Price 1 Proposal Cost Summary					
Purchase Phase	Bid Pkg	Description	PO / SA	Recommended Vendor	GMP Price
GMP 1	EWP1-01.01	Electrical Distribution Equipment	SA	Andrew Jordan Industrial	\$ 1,356,968.00
GMP 1	EWP1-01.03	Coarse Screens and Screening Washer Compactors	PO	Huber Technology	\$ 386,690.00
GMP 1	EWP1-01.04	Submersible Pumps	PO	Xylem-Flygt	\$ 524,754.00
GMP 1	EWP1-01.05	Fine Screens and Screening Washer Compactors	PO	Headworks	\$ 354,153.00
GMP 1	EWP1-01.06	Vortex Grit Removal Equipment	PO	Smith & Loveless	\$ 466,503.00
GMP 1	EWP1-01.07	Fine Bubble Disc Diffusers	PO	Stamford Scientific International, Inc	\$ 121,297.13
GMP 1	EWP1-01.08	Submersible Mixers	PO	Xylem-Flygt	\$ 130,411.00
GMP 1	EWP1-01.09	Aeration Basin Blowers	PO	Atlas-Copco	\$ 617,000.00
GMP 1	EWP1-01.10	Final Clarifiers Equipment	PO	WesTech	\$ 588,922.22
GMP 1	EWP1-01.11	Scum Pumps	PO	Vaughan	\$ 139,950.00
GMP 1	EWP1-01.12	RAS and WAS Pumps	PO	Boerger	\$ 170,000.00
GMP 1	EWP1-01.14	Automatic Backwash Disk Filters	PO	Evoqua	\$ 808,308.00
GMP 1	EWP1-01.15	UV System	PO	Wedeco	\$ 381,900.00
GMP 1	EWP1-01.16	Rotatory Drum Thickeners	PO	Parkson	\$ 368,886.00
GMP 1	EWP1-01.18	Digested Sludge Pumps	PO	Netzsch	\$ 22,117.00
GMP 1	EWP1-01.19	Digester Blowers	PO	Atlas-Copco	\$ 79,200.00
GMP 1	EWP1-01.20	Centrifuge	PO	Andritz	\$ 349,500.00
GMP 1	EWP1-01.22	Slide Gates	PO	RW Gate	\$ 218,799.00
GMP 1	Allowance 1	GMP1 Allowance	AL		\$ 503,818.00
SUBTOTAL COST OF WORK					\$ 7,589,176.35
CONTRACTOR FEES					
General Conditions Fee			9.85%		\$ 747,533.87
CMAR Fee			9.75%		\$ 739,944.69
CMAR Contingency			3.00%		\$ 227,675.29
GMP1 TOTAL					\$ 9,304,330.21

Exhibit A.2 Cost Detail



EWP1-01.01 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Electrical Distribution Equipment | EWP1-01.01

PLW Project #: P5R

Enclosed is a recommendation for the selection of a subcontractor to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Electrical Distribution Equipment | EWP#-01.01
PLW Project #: P5R

Recommended Bidder: Andrew-Jordan Industrial

Ten (10) companies were solicited to bid this scope of work to furnish all Electrical Distribution Equipment material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Andrew-Jordan Industrial

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Andrew-Jordan Industrial based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Andrew-Jordan Industrial for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project
 Bid Package EWP1_01.01 - ELECTRICAL DISTRIBUTION EQUIPMENT | Spec. Sec. 26 24 13, 26 24 16.01, 26 24 19, AND 26 29 23.11

Bid Tabulation		ANDREW JORDAN, INC										
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	QTY	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	\$ 20,000.00	\$ 20,000.00								
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 61,470.00	\$ 61,470.00								
Division 26 - Switchboards	1	LS	\$ 307,350.00	\$ 307,350.00								
Division 26 - Distribution Panelboards	3	EA	\$ 10,245.00	\$ 30,735.00								
Division 26 - Low Voltage Motor Centers (MCCs)	3	EA	\$ 133,185.00	\$ 399,555.00								
Division 26 - Industrial Control Panels	1	LS	\$ 153,675.00	\$ 153,675.00								
Division 26 - Variable Frequency Drives - for Submersible Pumps (44 42 56.04)	6	EA	\$ 25,612.00	\$ 153,672.00								
Division 26 - Variable Frequency Drives - for Multi-Stage Centrifugal Blowers (43 11 17)	4	EA	\$ 49,944.00	\$ 199,776.00								
Division 26 - Variable Frequency Drives - for Progressing Cavity Pumps (44 42 56.13)	1	EA	\$ 30,735.00	\$ 30,735.00								
Division 26 - Variable Frequency Drives - for RAS/WAS pumps (44 42 56.14)	8	EA	\$ 24,972.00	\$ 199,776.00								
Bonds	1	LS		\$ -								
Taxes (non-permanent material)	1	LS		\$ -								
Total: Base Bid				\$1,556,744.00		\$0.00		\$0.00		\$0.00		\$0.00
Normalization				\$ (199,776.00)		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$1,356,968.00		\$0.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				-		0.00%		0.00%		0.00%		0.00%
Schedule												
Switchboard Submittal Development (from date of PO Execution):		WK		10 wks								
Switchboard Fabrication & Delivery (from Approval of Submittals):		WK		50 wks								
Distribution Panelboards Submittal Development (from date of PO Execution):		WK		4 wks								
Distribution Panelboards Fabrication & Delivery (from Approval of Submittals):		WK		30 wks								
MCCs Submittal Development (from date of PO Execution):		WK		10 wks								
MCCs Fabrication & Delivery (from Approval of Submittals):		WK		50 wks								
Industrial Control Panels Submittal Development (from date of PO Execution):		WK		8 wks								
Industrial Control Panels Fabrication & Delivery (from Approval of Submittals):		WK		35 wks								
VFDs Submittal Development (from date of PO Execution):		WK		10 wks								
VFDs Fabrication & Delivery (from Approval of Submittals):		WK		40 wks								
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y							Y	
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y							Y	
Acknowledge Receipt of Addenda		Y/N		Y							Y	
Technical Proposal												
Scope of Work		Y/N		Y							Y	
Compliance with Specifications		Y/N		N							N	
Project Experience		Y/N		Y							Y	
Safety		Y/N		Y							Y	
Bid Bond		N/A		Y							Y	

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	ANDREW JORDAN, INC	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	50%	50.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Technical Proposal - Safety	10%	5.00				
Technical Proposal - Experience and Qualifications	30%	30.00				
Compliance with Proposal Terms and Conditions (See list above)	10%	10.00				
Total Points	100%	95.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	ANDREW JORDAN, INC
Contract Value:	\$1,356,968.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	<i>Murali Erat</i> 12/20/24
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	Removal of Multistage Blower VFDs	\$ (199,776.00)	\$ -	\$ -	\$ -	VFDs are supplied by blower manufacturer
2		\$ -	\$ -	\$ -	\$ -	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
	TOTAL	\$ (199,776.00)	\$ -	\$ -	\$ -	

Andrew Jordan Industrial



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

PACKAGE NO.: EWP1-01.01
 PACKAGE DESCRIPTION: ELECTRICAL DISTRIBUTION EQUIPMENT
 PROPOSER'S COMPANY NAME: Andre-Jordan Industrial LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Million Five Hundred and Fifty Six Thousand Seven Hundred and Forty Four Dollars
 In Figures: \$ \$1,556,744

SECTION 1 - DIRECT COST				
ITEM	DESCRIPTION	QTY	UNIT	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 20,000.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 61,470.00
3	Division 26 - Switchboards	1	EA	\$ 307,350.00
4	Division 26 - Distribution Panelboards	3	EA	\$ 10,245.00
5	Division 26 - Low Voltage Motor Centers (MCCs)	3	EA	\$ 133,185.00
6	Division 26 - Industrial Control Panels	1	LS	\$ 153,675.00
7	Division 26 - Variable Frequency Drives - for Submersible Pumps (44 42 56.04)	6	EA	\$ 25,612.00
8	Division 26 - Variable Frequency Drives - for Multi-Stage Centrifugal Blowers (43 11 17)	4	EA	\$ 49,944.00
9	Division 26 - Variable Frequency Drives - for Progressing Cavity Pumps (44 42 56.13)	1	EA	\$ 30,735.00
10	Division 26 - Variable Frequency Drives - for RAS/WAS pumps (44 42 56.14)	8	EA	\$ 24,972.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL				\$ 1,556,744.00
11	Bonds			\$ -
12	Taxes (non-permanent material)			\$ -
TOTAL BASE PROPOSAL PRICE				\$ 1,556,744.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING				
PHASE II - IV FEE PROPOSAL TOTAL				
1	Preconstruction Services Fee	1	LS	\$ -
2	Construction Phase Fee			0%
3	Construction Phase General Conditions Fee			0%
DEFINED & PROPOSED ALTERNATES				
ITEM	DESCRIPTION	QTY	UNIT	COST
1	Supplier Equipment Storage	1	LS	\$ 42,000.00
2		1	LS	\$ -
3		1	LS	\$ -
4		1	LS	\$ -



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

SECTION 3 - SCHEDULE

Identify the duration of the following schedule activities:	Duration	Wks/Days
Switchboard Submittal Development (from date of PO Execution):	10 Wks	
Switchboard Fabrication & Delivery (from Approval of Submittals):	50 Wks	
Distribution Panelboards Submittal Development (from date of PO Execution):	4 Wks	
Distribution Panelboards Fabrication & Delivery (from Approval of Submittals):	30 Wks	
MCCs Submittal Development (from date of PO Execution):	10 Wks	
MCCs Fabrication & Delivery (from Approval of Submittals):	50 Wks	
Industrial Control Panels Submittal Development (from date of PO Execution):	8 Wks	
Industrial Control Panels Fabrication & Delivery (from Approval of Submittals):	35 Wks	
VFDs Submittal Development (from date of PO Execution):	10 WKS	
VFDs Fabrication & Delivery (from Approval of Submittals):	40 Wks	

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1. dated 10/22/2024		
Addendum No. 2 dated 11/06/2024		
Addendum No. 3 dated 11/12/2024		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1 001 dated 11/01/2024		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

Yes

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Andre-Jordan Industrial LLC
 Contact Name and Title: Mike Doran Vice President
 Contact Phone Number: Office: 832-243-6888 Cell:281-948-5901
 Signature: *Mike Doran*

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	50 Points
Technical Proposal	
Safety (EMR & TRIR) <i>(Provide your current Workers Compensation Experience Rating (EMR) and current Total Recordable</i>	10 Points
Experience and Qualifications <i>(Provide Subcontractor Information Form, Scope of Work and Schedule)</i>	30 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's</i>	10 Points
TOTAL	100 Points

EWP1-01.03 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Coarse Screens and Screening Washer Compactors | EWP1-01.03
PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Coarse Screens and Screening Washer Compactors | EWP1-01.03
PLW Project #: P5R

Recommended Bidder: Huber Technology, Inc

Nine (9) companies were solicited to bid this scope of work to furnish all Coarse Screens and Screening Washer Compactors material, equipment and accessories required.

Three (3) companies fully submitted a bid on time.

Bidder 1: Huber Technology

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Headworks

This bidder was second lowest in cost, however, based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered tabulation.

Bidder 3: Vulcan Industries

This bidder was the highest price, however, based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Huber Technology based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Huber Technology for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.03 - COARSE SCREENS AND SCREENING WASHER COMPACTORS | Spec. Sec. 46 21 13, 46 21 73

Bid Tabulation			Huber Technology, Inc			Headworks, Inc.			Vulcan Industries			
			Environmental Improvements Inc.					HRM Environmental				
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	26,501.00	\$ 26,501.00	Included		\$ 22,000.00	\$ 22,000.00		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	12,250.00	\$ 12,250.00	Included		\$ 58,000.00	\$ 58,000.00		\$ -		\$ -
Division 46 - Chain-and-Rake Bar Screens	2	EA	202,804.27	\$ 413,555.48	\$ 242,719.50	\$ 485,439.00	\$ 232,500.00	\$ 465,000.00		\$ -		\$ -
Division 46 - Screen Washing and Compacting Equipment	2	EA	70,405.23	\$ 148,201.52		\$ -	\$ 74,000.00	\$ 148,000.00				
Division 46 - Screen Washing and Compacting Equipment - Transpactor	1	EA		\$ -	\$ 63,698.00	\$ 63,698.00		\$ -		\$ -		\$ -
Division 46 - Screen Washing and Compacting Equipment - Screwactor	1	EA			\$ 62,323.00	\$ 62,323.00						
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 600,508.00		\$ 611,460.00		\$ 693,000.00		\$ -		\$ -
Normalization				\$ 10,000.00		\$ 74,139.00		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 610,508.00		\$685,599.00		\$693,000.00		\$0.00		\$0.00
Removal of Second Screening Unit	1	EA	(223,818.00)	\$ (223,818.00)		\$ (286,853.00)	\$ (215,000.00)	\$ (215,000.00)		\$ -		\$ -
Removal of Second Washpress	1	LS		Included above		Included above	\$ (60,000.00)	\$ (60,000.00)		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$386,690.00		\$398,746.00		\$418,000.00		\$0.00		\$0.00
% Variance from Low Bid				0%		12.30%		13.51%		0.00%		0.00%
Chain-and-bar screens Submittal Development (from date of PO Execution):		WK		4 - 6 wks		3 - 4 wks		14 wks				
Chain-and-bar screens Fabrication & Delivery (from Approval of Submittals):		WK		22 - 30 wks		16 - 20 wks		50 wks				
Screening Washing and Compacting Submittal Development (from date of PO Execution):		WK		4 - 6 wks		3 - 4 wks		14 wks				
Screening Washing and Compacting Fabrication & Delivery (from Approval of Submittals):		WK		22 - 30 wks		16 - 20 wks		50 wks				
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y		N		Y				
% MWBE Participation		%		0%		100%		0%				
Qualification Forms Submitted		Y/N		N		Y		Y				
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y				
Acknowledge Receipt of Bid Clarifications		Y/N		N		Y		Y				

Ranking Tabulation		1	2	3	4	5
	Weight	Huber Technology, Inc	Headworks, Inc.	Vulcan Industries	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	62.33	61.67	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	12.00	10.00	15.00		
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00	15.00		
Total Points	100%	92.00	82.33	91.67	#DIV/0!	#DIV/0!

Date of Recommendation:	12/10/24
Recommended Vendor	Huber Technology, Inc
Contract Value:	\$386,690.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	 12/20/24
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Notes
1	Division 40 - Control Panel Testing Requirements	\$ -	\$ 65,858.00	\$ -	
2	Division 26 - Three Year VFD Warranty	\$ 10,000.00	\$ 8,281.00	\$ -	
3		\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	
11	TOTAL	\$ 10,000.00	\$ 74,139.00	\$ -	

Huber Technology, Inc



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/10/2024

PACKAGE NO.: EW P1-01.03

PACKAGE DESCRIPTION: COARSE SCREENS AND SCREENING WASHER COMPACTORS

PROPOSER'S COMPANY NAME: HUBER Technology, Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Six Hundred Thousand Five Hundred and Eight Dollars
 In Figures: \$ 600,508

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 26,501.00	\$ 26,501.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 12,250.00	\$ 12,250.00
3	Division 46 - Chain-and-rake bar screens	2	EA	\$ 206,777.74	\$ 413,555.48
4	Division 46 - Screening Washing and Compacting Equipment	2	EA	\$ 74,100.76	\$ 148,201.52
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 600,508.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 600,508.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Removal of Second Screening Unit	1	EA	\$ 376,690.00	\$ 376,690.00
2			LS	\$ -	\$ -
3			LS	\$ -	\$ -
4			LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Chain-and-bar screens Submittal Development (from date of PO Execution):	<u>4-6 Wks</u>
Chain-and-bar screens Fabrication & Delivery (from Approval of Submittals):	<u>22-30 Wks</u>
Screening Washing and Compacting Submittal Development (from date of PO Execution):	<u>4-6 Wks</u>
Screening Washing and Compacting Fabrication & Delivery (from Approval of Submittals):	<u>22-30 Wks</u>



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/26/2024

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

	Initial	Date
Addendum No. 1	EG	10/22/2024
Addendum No. 2	EG	11/6/2024
Addendum No. 3	EG	11/4/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 46 21 13-2.01-A.: HUBER will provide an upper and lower sprocket made of 304L stainless steel.
- 2 46 21 13-2.02-C.: Routine maintenance can be performed on the operation floor. However, special lower sprocket, bearing, and chain tension measuring maintenance must be completed on the channel floor.
- 3 46 21 13-2.04-C.: HUBER will provide rake supports of minimum 5/32 inch thick.
- 4 46 21 13-2.04-D.: Addendum 3 revises the chains maximum load from 56,000 lbs. to 24,000 lbs. HUBER will provide the initial chain maximum load of 56,000 lbs.
- 5 46 21 13-2.04-H.: HUBER is providing one (1) lower bearing/bottom revolving disk with installation services for replacement, all covered under a five (5) year warranty for the lower bearing, as specified.
- 6 46 21 13-2.05-E.: HUBER will provide a motor service factor of 1.0.
- 7 46 21 13-3.02-C.: Please note the HUBER warranty start date cannot be delayed due to situations outside of the control of the manufacturer, such as the presence of 4 MGD of flow for seven (7) consecutive days. If the facility is not capable of producing flows suitable for testing within 2 weeks of the beginning of testing, HUBER warranty shall commence regardless of the completion of testing.
- 8 HUBER will provide TNEMEC motor and gear coating for the screens and washing compactors.
- 9 46 21 73-2.02-C.: HUBER will provide brass bodied solenoid valves.
- 10 46 21 73-2.05-B.: HUBER will provide as the Coarse Screen Compactor.
- 11 46 21 73-2.06-A.: HUBER will provide as the Coarse Screen Compactor.
- 12 46 21 73-2.07-C.: HUBER will provide as the Coarse Screen Compactor.
- 13 Protection pillars placed in front of the washing compactor discharge pipe supports shall be provided by others.
- 14 The quoted price is only valid with the purchase of the combined screens and WAPs. If required, HUBER can supply individual quotes.



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/26/2024

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a [Request for Modifications/Sample Subcontract Markup](#) to this bid.

Company Name: HUBER Technology, Inc.
 Contact Name and Title Johan van Ettehoven, Regional Sales Director - Central
 Contact Phone Number: (704) 990-2442
 Signature _____

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Headworks, Inc.



**Request For Proposal
Bid Form - Suppliers**

12/2/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.03

PACKAGE DESCRIPTION: COARSE SCREENS AND SCREENING WASHER COMPACTORS

PROPOSER'S COMPANY NAME: Headworks Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Six Hundred Eleven Thousand Four Hundred Sixty
In Figures: \$ 611,460.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 46 - Chain-and-rake bar screens	2	EA	\$ 242,719.50	\$ 485,439.00
4	Division 46 - Screening Washing and Compacting Equipment - Transpactor	1	EA	\$ 63,698.00	\$ 63,698.00
5	Division 46 - Screening Washing and Compacting Equipment - Screwpacktor	1	EA	\$ 62,323.00	\$ 62,323.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 611,460.00
5	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 611,460.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Division 40 - (Adder) Control Panel Testing Requirements	1	LS	\$ 65,858.00	\$ 65,858.00
2	Division 26 - (Adder) Three Year VFD Warranty	1	LS	\$ 8,281.00	\$ 8,281.00
3	(Deduct) Second Screening Unit (CS-CRS-02) & Washer Compactor (WC-CRS-02) (Transpactor)	1	LS	\$ 286,853.00	\$ 286,853.00
4			LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Chain-and-bar screens Submittal Development (from date of PO Execution):	<u>3-4 Weeks</u>
Chain-and-bar screens Fabrication & Delivery (from Approval of Submittals):	<u>16-20 Weeks</u>
Screening Washing and Compacting Submittal Development (from date of PO Execution):	<u>3-4 Weeks</u>
Screening Washing and Compacting Fabrication & Delivery (from Approval of Submittals):	<u>16-20 Weeks</u>



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/2024

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	BC	11/7/24
Addendum No. 2	BC	11/7/24
Addendum No. 3	BC	11/12/24
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	BC	11/14/24
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

[Please see Notes and Clarifications under the Headworks Scope of Supply.](#)



Request For Proposal

12/2/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

No. Please see our standard Terms and Conditions under our Scope of Supply.

Company Name: Headworks Inc.
 Contact Name and Title: Wayne McCauley - VP, Senior Product Manager Mechanical Equipment
 Contact Phone Number: (713) 471-0667

Signature: *Wayne McCauley, VP* 12.2.24

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Vulcan Industries



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/19/2024

PACKAGE NO.: EW P1-01.03

PACKAGE DESCRIPTION: COARSE SCREENS AND SCREENING WASHER COMPACTORS

PROPOSER'S COMPANY NAME: Vulcan Industries

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	Six Hundred Ninety three thousand dollars
In Figures: \$	693,000.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 22,000.00	\$ 22,000.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 58,000.00	\$ 58,000.00
3	Division 46 - Chain-and-rake bar screens	2	EA	\$ 232,500.00	\$ 465,000.00
4	Division 46 - Screening Washing and Compacting Equipment	2	EA	\$ 74,000.00	\$ 148,000.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 693,000.00
5	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 693,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Removal of Second Screening Unit	1	EA	\$ 215,000.00	\$ 215,000.00
2	Removal of second washpress		LS	\$ 60,000.00	\$ 60,000.00
3			LS	\$ -	\$ -
4			LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Chain-and-bar screens Submittal Development (from date of PO Execution):	<u>98 days</u>
Chain-and-bar screens Fabrication & Delivery (from Approval of Submittals):	<u>350 days</u>
Screening Washing and Compacting Submittal Development (from date of PO Execution):	<u>98 days</u>
Screening Washing and Compacting Fabrication & Delivery (from Approval of Submittals):	<u>350 days</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	tm	#####
Addendum No. 2	tm	11/7/2024
Addendum No. 3	tm	#####
Addendum No. 4		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/19/2024

Addendum No. 5
 Addendum No. 6

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	tm	#####
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

yes

If NO: Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Vulcan Industries
 Contact Name and Title: Tim A. Miller
 Contact Phone Number: 612-345-2150
 Signature:

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost	70 Points
<i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.04 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Submersible Pumps Equipment | EWP1-01.04
PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Submersible Pumps Equipment | EWP1-01.04
PLW Project #: P5R

Recommended Bidder: Hahn Equipment Co, Inc. (Xylem-Flygt)

Eleven (11) companies were solicited to bid this scope of work to furnish all Submersible Pumps material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Hahn Equipment Co, Inc. (Xylem-Flygt)

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Hahn Equipment Co, Inc. (Xylem-Flygt) based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Hahn Equipment Co, Inc. (Xylem-Flygt) for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.04 - SUBMERSIBLE PUMPS | Spec. Sec. 44 42 56.04

Bid Tabulation												
Xylem-Flygt Hahn Equipment Co, Inc.												
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	-	\$ -		-		-		-		-
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	2,234.00	\$ 2,234.00		-		-		-		-
Division 8 - Access Doors (SP-ILS-01 to 04)	4	EA	2,750.00	\$ 11,000.00								
Division 8 - Access Doors (SP-ILS-05 and 06)	2	EA	2,750.00	\$ 5,500.00								
Division 44 - Solids Handling Submersible Pumps and Motors (SP-ILS-01 to 04)	4	EA	64,000.00	\$ 256,000.00								
Division 44 - Solids Handling Submersible Pumps and Motors (SP-ILS-05 and 06)	2	EA	125,000.00	\$ 250,000.00		-		-		-		-
Taxes (non-permanent material)				-		-		-		-		-
Total: Base Bid				\$ 524,734.00		\$ -		\$ -		\$ -		\$ -
Normalization				-		-		-		-		-
Total: Base Bid + Normalization				\$ 524,734.00		\$0.00		\$0.00		\$0.00		\$0.00
Total: Base Bid + Alternates				\$524,734.00		\$0.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				0%		0.00%		0.00%		0.00%		0.00%
Access Doors Submittal Development (from date of PO Execution):		WK		2 wks								
Access Doors Fabrication & Delivery (from Approval of Submittals):		WK		5 wks								
Submersible Pumps Submittal Development (from date of PO Execution):		WK		6 wks								
Submersible Pumps Fabrication & Delivery (from Approval of Submittals):		WK		16 wks								
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								
Acknowledge Receipt of Bid Clarifications		Y/N		Y								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Xylem-Flygt	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00				
Compliance with Proposal Terms and Conditions (See list above)	15%	15.00				
Total Points	100%	100.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

EA

Date of Recommendation:	12/06/24
Recommended Vendor	Xylem-Flygt
Contract Value:	\$524,734.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Xylem Flygt/ Hahn Equipment



**Request For Proposal
Bid Form - Suppliers**

12/11/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWPP1-01.04
 PACKAGE DESCRIPTION: SUBMERSIBLE PUMPS
 PROPOSER'S COMPANY NAME: Hahn Equipment Co., Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Five Hundred Twenty-Four Thousand Seven Hundred Fifty-Four.
 In Figures: \$ 524,754.00

SECTION 1 - DIRECT COST						
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	
1	Division 1 - General Conditions	1	LS	\$ -	\$	-
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 2,254.00	\$	2,254.00
3	Division 8 - Access Doors (SP-ILS-01 to 04)	4	EA	\$ 2,750.00	\$	11,000.00
4	Division 8 - Access Doors (SP-ILS-05 and 06)	2	EA	\$ 2,750.00	\$	5,500.00
5	Division 44 - Solids Handling Submersible Pumps and Motors (SP-ILS-01 to 04)	4	EA	\$ 64,000.00	\$	256,000.00
6	Division 44 - Solids Handling Submersible Pumps and Motors (SP-ILS-05 and 06)	2	EA	\$ 125,000.00	\$	250,000.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$	524,754.00
7	Taxes (non-permanent material)				\$	-
TOTAL BASE PROPOSAL PRICE					\$	524,754.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING						
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST	
1		1	LS	\$ -	\$	-
2		1	LS	\$ -	\$	-
3		1	LS	\$ -	\$	-
4		1	LS	\$ -	\$	-
SECTION 3 - SCHEDULE						
Identify the duration of the following schedule activities:			Duration Wks/Days			
Access Doors Submittal Development (from date of PO Execution):			<u>2</u> Wks			
Access Doors Fabrication & Delivery (from Approval of Submittals):			<u>5</u> Wks			
Submersible Pumps Submittal Development (from date of PO Execution):			<u>4</u> Wks			
Submersible Pumps Fabrication & Delivery (from Approval of Submittals):			<u>16</u> Wks			
SECTION 4 - ADDENDA & BID CLARIFICATIONS						
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:			Initial	Date		
Addendum No. 1			AW	10/22/2024		
Addendum No. 2			AW	11/6/2024		
Addendum No. 3			AW	11/12/2024		
Addendum No. 4						
Addendum No. 5						
Addendum No. 6						



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/11/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	AW	11/12/2024
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	1.01, B- Lifting hoist to be provided by others
2	1.04, D, Qty (4) NP-3171-095 Pump Tags (SP-ILS-01, SP-ILS-02, SP-ILS-03, SP-ILS-04) for Tomball EWP LS can meet 2B acceptance at 1,160 @59' TDH. pump will not meet 1U acceptance.
3	1.04, D, Qty (4) NP-3301.095- Pump Tags (SP-ILS-05, SP-ILS-06,) for Tomball EWP LS can meet 1B acceptance at 3,270 @75' TDH. pump will not meet 1U acceptance.
4	1.05, A controls being provided by others
5	1.05, A,1,f,1,b,c- these items are not available for submittal
6	1.05, A, 1,f,5- not available
7	1.05, A,1,f,9- not available
8	1.05, A,1,f,12- not available
9	1.05, A,1,f,14- not available. Pump and motor one unit
10	1.05, A,1,f,15- not available
11	1.05, A,1,f,16- not available
12	1.05, A,1,f,17- not available
13	1.05, A,1,f,23- not available
14	1.05, A,1,f,24- not available
15	2.01, B- Exception taken to non-sparking guide assembly. Standard sliding bracket will be used as a non-sparking option does not exist.
16	2.02, C, pump shaft is ASTM A479 S43100-T
17	2.03, C- NEC letter code for N3171 is G.
18	2.03, C- NEC letter code for 3301 is H.
19	2.03, H- cooling jacket is self-contained and does not have provisions for external cooling and flushing
20	2.03, J-Kellum grips by others.
21	2.06, A- need more definition of what is wanted here. The pump comes with a standard lifting handle.
22	2.06, C- Grip eye assembly not available on these pumps. A full length of either chain or lifting cable will be supplied for all pumps.
23	2.08, B- slide bracket and pump body are both cast iron. Exception taken to bronze requirement
24	2.11- controls not included and provided by others

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

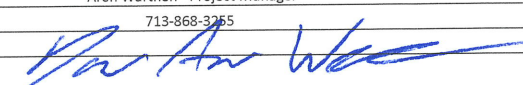
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

AW

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Hahn Equipment Co., Inc.
 Contact Name and Title: Aren Warthen - Project Manager
 Contact Phone Number: 713-868-3255
 Signature: 

Bid Evaluation Criteria: Description	Weighting Value
Cost Proposal Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.05 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Fine Screens and Screening Washer Compactors | EWP1-01.05
PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Fine Screens and Screening Washer Compactors | EWP1-01.05
PLW Project #: P5R

Recommended Bidder: Headworks, Inc.

Nine (9) companies were solicited to bid this scope of work to furnish all Fine Screens and Screening Washer Compactors material, equipment and accessories required.

One (1) company fully submitted a bid on time.

Bidder 1: Headworks, Inc

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Headworks, Inc. based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Headworks, Inc. for this package.


City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.05 - FINE SCREENS | Spec. Sec. 46 21 53, 46 21 73

Bid Tabulation												
Headworks, Inc.												
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		Included		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS		Included		\$ -		\$ -		\$ -		\$ -
Division 46 - Perforated Plate Screens	1	EA	281,317.00	\$ 281,317.00		\$ -		\$ -		\$ -		\$ -
Division 46 - Screening Washing and Compacting Equipment	1	EA	68,667.00	\$ 68,667.00		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 349,984.00		\$ -		\$ -		\$ -		\$ -
Normalization				\$ 4,169.00		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 354,153.00		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$354,153.00		\$0.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				0%		0.00%		0.00%		0.00%		0.00%
Perforated Plate Screens Submittal Development (from date of PO Execution):		WK		3 - 4 wks								
Perforated Plate Screens Fabrication & Delivery (from Approval of Submittals):		WK		16 - 20 wks								
Screening Washing and Compacting Submittal Development (from date of PO Execution):		WK		3 - 4 wks								
Screening Washing and Compacting Fabrication & Delivery (from Approval of Submittals):		WK		16 - 20 wks								
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N								
% DBE Participation		%		100%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								

Ranking Tabulation						
Bid Item	Weight	1	2	3	4	5
		Headworks, Inc.	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00				
Compliance with Proposal Terms and Conditions (See list above)	15%	5.00				
Total Points	100%	90.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	Headworks, Inc.
Contract Value:	\$354,153.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	 12/20/24
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Notes
1	3-year warranty on the VFDs	\$ 4,169.00	\$ -	\$ -	
2		\$ -	\$ -	\$ -	
3		\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	
11	TOTAL	\$ 4,169.00	\$ -	\$ -	

Headworks



**Request For Proposal
Bid Form - Suppliers**

11/26/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EW P1-01.05

PACKAGE DESCRIPTION: FINE SCREENS AND SCREENING WASHER COMPACTORS

PROPOSER'S COMPANY NAME: Headworks Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Three-Hundred and Forty-Nine Thousand, Nine-Hundred and Eighty-Four
In Figures: \$ 349,984.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 46 - Perforated Plate Screens	1	EA	\$ 281,317.00	\$ 281,317.00
4	Division 46 - Screening Washing and Compacting Equipment	1	EA	\$ 68,667.00	\$ 68,667.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 349,984.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 349,984.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	(Adder) 3 Year Warranty for VFD	1	LS	\$ 4,169.00	\$ 4,169.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Perforated Plate Screens Submittal Development (from date of PO Execution):	<u>3-4 Weeks</u>
Perforated Plate Screens Fabrication & Delivery (from Approval of Submittals):	<u>16-20 Weeks</u>
Screening Washing and Compacting Submittal Development (from date of PO Execution):	<u>3-4 Weeks</u>
Screening Washing and Compacting Fabrication & Delivery (from Approval of Submittals):	<u>16-20 Weeks</u>



Request For Proposal

11/26/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

	Initial	Date
Addendum No. 1	BC	11/7/24
Addendum No. 2	BC	11/7/24
Addendum No. 3	BC	11/12/24
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	BC	11/14/24
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

Please see Notes and Clarifications under the Headworks Scope of Supply.

Large green shaded area for assumptions and clarifications.



Request For Proposal

11/26/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

No. Please see our standard Terms and Conditions under our Scope of Supply.

Company Name: Headworks Inc.
Contact Name and Title: Wayne McCauley - VP, Senior Product Manager Mechanical Equipment
Contact Phone Number: (713) 541-6667

Signature: *Wayne McCauley, VP 11-26-24*

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.06 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Vortex Grit Removal System Equipment | EWP1-01.06

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Vortex Grit Removal System Equipment | EWP1-01.06
PLW Project #: P5R

Recommended Bidder: Smith & Loveless

Eight (8) companies were solicited to bid this scope of work to furnish all Vortex Grit Removal System material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Smith & Loveless

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Smith & Loveless based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Smith & Loveless for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.06 - VORTEX GRIT REMOVAL EQUIPMENT | Spec. Sec. 46 23 23

Bid Tabulation												
Smith & Loveless, Inc.												
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	Included in Item #3	Included in Item #3		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	10,300.00	\$ 10,300.00		\$ -		\$ -		\$ -		\$ -
Division 46 - Vortex Grit Removal Equipment	1	LS	456,203.00	\$ 456,203.00		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 466,503.00		\$ -		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 466,503.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$ 466,503.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		0.00%		0.00%		0.00%		0.00%
Vortex Grit Removal Equipment Submittal Development (from date of PO Execution):		WK		8 - 12 wks								
Vortex Grit Removal Equipment Fabrication & Delivery (from Approval of Submittals):		WK		32 - 34 wks								
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		Y								
Acknowledge Receipt of Addenda		Y/N		Y								

Ranking Tabulation						
Bid Item	Weight	1	2	3	4	5
		Smith & Loveless, Inc.	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00				
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00				
Total Points	100%	95.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	Smith & Loveless, Inc.
Contract Value:	\$466,503.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	<i>Murali Erat</i> 12/20/24
City of Tomball David Esquivel	

Smith & Loveless



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/25/2024

PACKAGE NO.: EWP1-01.06
PACKAGE DESCRIPTION: VORTEX GRIT REMOVAL EQUIPMENT
PROPOSER'S COMPANY NAME: Smith & Loveless, Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

SEE S&L SALES AGREEMENT FOR ADDITIONAL DETAILS AND EXCEPTIONS

TOTAL BASE PROPOSAL PRICE:

In Words: Four Hundred Sixty-Six Thousand Five Hundred Three
 In Figures: \$ 466,503.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	Included Below on Item #3	
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 10,300.00	\$ 10,300.00
3	Division 46 - Vortex Grit Removal Equipment	1	LS	\$ 456,203.00	\$ 456,203.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 466,503.00
4	Taxes (non-permanent material) - EXCLUDED PER SCOPE SUMMARY				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 466,503.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Vortex Grit Removal Equipment Submittal Development (from date of PO Execution):	<u>8-12</u>	Weeks
Vortex Grit Removal Equipment Fabrication & Delivery (from Approval of Submittals):	<u>32-34</u>	Weeks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	RTA	10/22/24
Addendum No. 2	RTA	11/6/24
Addendum No. 3	RTA	11/12/24
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/25/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 SEE S&L SALES AGREEMENT FOR ADDITIONAL DETAILS AND EXCEPTIONS
- 2
- 3
- 4
- 5
- 6
- 7
- 8

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.


PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

 No

See S&L Sales Agreement for Additional Details and Exceptions

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Smith & Loveless, Inc.
 Contact Name and Title Ryan Asbury, Manager, Municipal Treatment Systems
 Contact Phone Number: 913-888-5201 x469
 Signature 

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.07 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Fine Bubble Disc Diffusers | EWP1-01.07

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Fine Bubble Disc Diffusers | EWP1-01.07

PLW Project #: P5R

Recommended Bidder: Stamford Scientific International, Inc.

Eight (8) companies were solicited to bid this scope of work to furnish all Fine Bubble Disc Diffusers material, equipment and accessories required.

Four (4) companies fully submitted a bid on time.

Bidder 1: Stamford Scientific International, Inc.

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Xylem Water Solutions

This bidder was the highest price, and based on compliance with proposal terms and conditions and experience and qualifications, scored fourth on considered tabulation.

Bidder 3: Aquarius Technologies

This bidder was second lowest in cost, however, based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered tabulation.

Bidder 4: Environmental Dynamics International (FlexAir)

This bidder was the third lowest price, however, based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Stamford Scientific International, Inc. based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Stamford Scientific International, Inc. for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.07 - FINE BUBBLE DISC DIFFUSERS | Spec. Sec. 46 51 33

Bid Tabulation			Stamford Scientific Inter. Inc.	Xylem Water Solutions	Aquarius Technologies			FlexAir				
				Environmental Improvements Inc.		Environmental Dynamics Int.						
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -	\$ 220,500.00	\$ 220,500.00	N/A	N/A	Included	Included	-	\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 13,650.00	\$ 13,650.00	Included	Included	\$ 45,833.00	\$ 45,833.00	Included	Included	-	\$ -
Division 46 - Membrane Disc Diffusers (Zone 1, 2 and 3)	3	EA	\$ 33,504.00	\$ 100,512.00	Included	Included	\$ 35,955.67	\$ 107,867.01	-	\$ 121,000.00	-	\$ -
Taxes (non-permanent material)	1	LS	\$ 7,135.13	\$ 7,135.13		\$ -		\$ -		\$ -	-	\$ -
Total: Base Bid				\$ 121,297.13		\$ 220,500.00		\$ 153,700.01		\$ 121,000.00		\$ -
Normalization				\$ -		\$ -		\$ -		\$ 36,500.00		\$ -
Total: Base Bid + Normalization				\$ 121,297.13		\$ 220,500.00		\$ 153,700.01		\$ 157,500.00		\$ -
	1	LS		\$ -		\$ -		\$ -				\$ -
Total: Base Bid + Alternates				\$ 121,297.13		\$ 220,500.00		\$ 153,700.01		\$ 157,500.00		\$ 0.00
% Variance from Low Bid				0%		81.79%		26.71%		29.85%		0%
Membrane Disc Diffusers Submittal Development (from date of PO Execution):		WK		3 - 4 wks		12 - 14 wks		3 - 4 wks		6 wks		
Membrane Disc Diffusers Fabrication & Delivery (from Approval of Submittals):		WK		10 - 12 wks		16 -18 wks		10 - 12 wks		8 wks		
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y		N*		N		N		
% MWBE Participation		%		0%		0%		0%		0%		
Qualification Forms Submitted		Y/N		Y		Y		Y		Y		
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y		Y		

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Stamford Scientific Inter. Inc.	Xylem Water Solutions	Aquarius Technologies	FlexAir	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	38.51	55.24	53.91	#DIV/0!
Experience and Qualifications	15%	12.00	10.00	12.00	15.00	
Compliance with Proposal Terms and Conditions (See list above)	15%	15.00	10.00	10.00	10.00	
Total Points	100%	97.00	58.51	77.24	78.91	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	Stamford Scientific Inter. Inc.
Contract Value:	\$121,297.13
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	Adder for piping up to the butterfly flange (9 drops)	\$ -	\$ -	\$ -	\$ 30,000.00	
2	Adder for 2 extra days for operators training	\$ -	\$ -	\$ -	\$ 6,500.00	
3		\$ -	\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	\$ -	
11	TOTAL	\$ -	\$ -	\$ -	\$ 36,500.00	

Stamford Scientific International, Inc



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EWP1-01.07
 PACKAGE DESCRIPTION: FINE BUBBLE DISC DIFFUSERS
 PROPOSER'S COMPANY NAME: SSI Aeration Inc

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: **one hundred twenty-one thousand two hundred ninety seven and thirteen cents**
 In Figures: \$ **121,297.13**

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 13,650.00	\$ 13,650.00
3	Division 46 - Membrane Disc Diffusers (Zone 1, 2 and 3)	3	EA	\$ 33,504.00	\$ 100,512.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 114,162.00
4	Taxes (non-permanent material)			6.25% \$	7,135.13
TOTAL BASE PROPOSAL PRICE					\$ 121,297.13

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Specification Para 3.03 Calls 11 days in 4 trips for Site services, for this size of project we will recommend 6 days in 3 trips Deduct	1	LS	\$ 6,150.00	\$ 6,150.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Membrane Disc Diffusers Submittal Development (from date of PO Execution):	<u>3-4 Weeks</u>	
Membrane Disc Diffusers Fabrication & Delivery (from Approval of Submittals):	<u>10-12 Weeks</u>	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1		10/22/2024
Addendum No. 2		11/6/2024
Addendum No. 3		12/12/2024
Addendum No. 4	Not Applicable	
Addendum No. 5	Not Applicable	
Addendum No. 6	Not Applicable	

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	Not Applicable	
Bid Clarification No. 2	Not Applicable	
Bid Clarification No. 3	Not Applicable	
Bid Clarification No. 4	Not Applicable	
Bid Clarification No. 5	Not Applicable	
Bid Clarification No. 6	Not Applicable	

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Project duration is not in recipient and we are assuming project completion in 365 days
- 2 Above Section 1 - Direct cost-Item 1 calls price for Division #1, We have included price for only related sections to Specification section 46 51 33
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

Yes

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: SSI Aeration Inc
 Contact Name and Title: Kiran Kumar banala
 Contact Phone Number: Tel: 845 454 8171 ext 308

Signature: 

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Xylem Water



**Request For Proposal
Bid Form - Suppliers**

12/5/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.07

PACKAGE DESCRIPTION: FINE BUBBLE DISC DIFFUSERS

PROPOSER'S COMPANY NAME: Xylem Water Solutions USA, Inc

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Two Hundred Twenty Thousand Five Hundred & 00/100
In Figures: \$ 220,500.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	N/A	\$ 220,500.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	N/A	Included in Base Price
3	Division 46 - Membrane Disc Diffusers (Zone 1 , 2 and 3)	3	EA	N/A	Included in Base Price
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 220,500.00
4	Taxes (non-permanent material)				N/A
TOTAL BASE PROPOSAL PRICE					\$ 220,500.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	N/A	1	LS	\$ -	N/A
2	N/A	1	LS	\$ -	N/A
3	N/A	1	LS	\$ -	N/A
4	N/A	1	LS	\$ -	N/A

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Membrane Disc Diffusers Submittal Development (from date of PO Execution):	<u>See Scope Letter</u>	
Membrane Disc Diffusers Fabrication & Delivery (from Approval of Submittals):	<u>See Scope Letter</u>	

SECTION 4 - ADDENDA & BID CLARIFICATIONS

Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:

	Initial	Date
Addendum No. 1	TS	10/22/2024
Addendum No. 2	TS	11/6/2024
Addendum No. 3	TS	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	TS	11/1/2024
Bid Clarification No. 2	TS	11/12/2024
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Paragraph 1.07.D.3 - We are assuming the intent is to design the system around the SWD shown in the drawings (17.68') in lieu of the SWD specified (18').
 Paragraph 1.10.B - In order to convert AOR to SOR, and then to air flow, alpha, max WW temp, and DO values are needed. Alpha is not specified so we are
 2 assuming an alpha of 0.6 for all conditions.
 Paragraph 1.09.A - We are assuming that Zones 1, 2, and 3 will deliver roughly 50%, 30%, and 20% of the specified AOR loadings, respectively, based on the
 3 specified min diffuser counts per zone.
- 4 Paragraph 1.10.B - Zone 3 will be mixing limited (0.12 scfm/sqft) at the min and avg conditions. The minimum air required to keep the zone mixed is 432 scfm.
- 5 Paragraph 1.10.B - We do not recommend operating at a diffuser air rate below 0.5 scfm/diffuser.
- 6 Paragraph 3.03.B - We would typically expect to need five (5) days of field service for this type of job, at \$1,700/day.
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**Request For Proposal
Bid Form - Suppliers**

12/5/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

See Attached
Pre-Negotiated
T&Cs

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Xylem Water Solutions USA, Inc
 Contact Name and Title: Francis Pastors - Territory Manager
 Contact Phone Number: (414) 207-5465
 Signature: *Francis Pastors*

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Aquarius Technologies



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/25/2024

PACKAGE NO.: EWP1-01.07
PACKAGE DESCRIPTION: FINE BUBBLE DISC DIFFUSERS
PROPOSER'S COMPANY NAME: EI2 c/o Aquarius Technologies

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One hundred fifty three thousand seven hundred dollars
 In Figures: \$ 153,700

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	N/A	N/A
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services), Freight	1	LS	\$ 45,833.00	\$ 45,833.00
3	Division 46 - Membrane Disc Diffusers (Zone 1 , 2 and 3)	3	EA	\$ 35,955.67	\$ 107,867.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 153,700.00
4	Taxes (non-permanent material)				N/A
TOTAL BASE PROPOSAL PRICE					\$ 153,700.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Membrane Disc Diffusers Submittal Development (from date of PO Execution):	<u>3-4</u> Weeks
Membrane Disc Diffusers Fabrication & Delivery (from Approval of Submittals):	<u>10-12</u> Weeks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	BW	18-Nov
Addendum No. 2	BW	18-Nov
Addendum No. 3	BW	18-Nov
Addendum No. 4	BW	18-Nov
Addendum No. 5	BW	18-Nov
Addendum No. 6	BW	18-Nov



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/25/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	BW	18-Nov
Bid Clarification No. 2	BW	18-Nov
Bid Clarification No. 3	BW	18-Nov
Bid Clarification No. 4	BW	18-Nov
Bid Clarification No. 5	BW	18-Nov
Bid Clarification No. 6	BW	18-Nov

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: EI2 c/o Aquarius Technologies
 Contact Name and Title: Bryen Woo, Business Development Director
 Contact Phone Number: 414-309-4620
 Signature: Bryen Woo

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description Cost Proposal Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points



Request For Proposal

11/25/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

FlexAir



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EWP1-01.07
PACKAGE DESCRIPTION: FINE BUBBLE DISC DIFFUSERS
PROPOSER'S COMPANY NAME: Environmental Dynamics International (EDI)

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: one hundred twenty one thousand dollars
 In Figures: \$ 121,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	included
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	included
3	Division 46 - Membrane Disc Diffusers (Zone 1 , 2 and 3)	3	EA	\$ -	\$ 121,000.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 121,000.00
4	Taxes (non-permanent material)			\$ -	-
TOTAL BASE PROPOSAL PRICE					\$ 121,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Membrane Disc Diffusers Submittal Development (from date of PO Execution):	<u>6</u> weeks
Membrane Disc Diffusers Fabrication & Delivery (from Approval of Submittals):	<u>8</u> weeks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	EM	10/22/2024
Addendum No. 2	EM	11/5/2024
Addendum No. 3	EM	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



**Request For Proposal
Bid Form - Suppliers**

11/18/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1 46 51 33 2.01.A.1.b Stainless Steel piping provided with a 2D finish. All mills in the US are currently not providing 2D finish on stainless steel piping. Stainless steel pipe can be provided hot rolled and full immersion passivation. Passivation provided as defined in the specifications.

2 46 51 33 2.02.C.1, 2.02.E.1 EDI diffuser holder including base plate and ring are constructed of polypropylene. Polypropylene offers higher temperature resistance and is less brittle than PVC.

3 46 51 33 2.05B Purge on EDI system is installed at largest part of manifold and does not require a sump.

4 46 51 33 3.03.C.3, 3.03.C.4 Non-potable water test and Mixed Liquor test are performed by installing contractor.

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no): No; see marked up contract attached.

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Environmental Dynamics International (EDI)

Contact Name and Title: Erika McGuinn, Senior Application Engineer

Contact Phone Number: 573-507-5121

Signature:

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description Cost Proposal Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points



Request For Proposal

11/18/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.08 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Submersible Mixers | EWP1-01.08

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Submersible Mixers | EWP1-01.08

PLW Project #: P5R

Recommended Bidder: Hahn Equipment Co, Inc (Xylem-Flygt)

Eight (8) companies were solicited to bid this scope of work to furnish all Submersible Mixers material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: Hahn Equipment Co, Inc (Xylem-Flygt)

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Sulzer

This bidder was second lowest in cost, and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Hahn Equipment Co, Inc (Xylem-Flygt) based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Hahn Equipment Co, Inc (Xylem-Flygt) for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.08 - SUBMERSIBLE MIXERS | Spec. Sec. 46 41 23

Bid Tabulation			Xylem-Flygt		Sulzer							
			Hahn Equipment		Global Wet, LLC							
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	-	\$ -	\$ 45,000.00	\$ 45,000.00		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	1,501.00	\$ 1,501.00	\$ 4,500.00	\$ 4,500.00		\$ -		\$ -		\$ -
Division 46 - Submersible Mechanical Mixers	3	EA	42,970.00	\$ 128,910.00	\$ 33,381.00	\$ 100,143.00		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 130,411.00		\$ 149,643.00		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 130,411.00		\$ 149,643.00		\$ 0.00		\$ 0.00		\$ 0.00
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$ 130,411.00		\$ 149,643.00		\$ 0.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		14.75%		0.00%		0.00%		0.00%
Submersible Mechanical Mixers Submittal Development (from date of PO Execution):		WK		6 wks		NO ANSWER PROV.						
Submersible Mechanical Mixers Fabrication & Delivery (from Approval of Submittals):		WK		16 wks		NO ANSWER PROV.						
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y		N						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		Y		N						
Acknowledge Receipt of Addenda		Y/N		Y		N						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Xylem-Flygt	Sulzer	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	61.00	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00	5.00			
Compliance with Proposal Terms and Conditions (See list above)	15%	15.00	5.00			
Total Points	100%	100.00	71.00	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	Xylem-Flygt
Contract Value:	\$130,411.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Xylem Flygt



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/20/2024

PACKAGE NO.: EWP1-01.08
PACKAGE DESCRIPTION: SUBMERSIBLE MIXERS
PROPOSER'S COMPANY NAME: Hahn Equipment Co., Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One hundred Thirty Thousand Four Hundred Eleven
 In Figures: \$ \$130,411.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 1,501.00	\$ 1,501.00
3	Division 46 - Submersible Mechanical Mixers	3	EA	\$ 42,970.00	\$ 128,910.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 130,411.00
4	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 130,411.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration Wks/Days		
Submersible Mechanical Mixers Submittal Development (from date of PO Execution):			6 Wks		
Submersible Mechanical Mixers Fabrication & Delivery (from Approval of Submittals):			14 Wks		
SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:			Initial	Date	
Addendum No. 1			AW	10/22/2024	
Addendum No. 2			AW	11/6/2024	
Addendum No. 3			AW	11/12/2024	
Addendum No. 4					
Addendum No. 5					
Addendum No. 6					



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/20/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial	Date
AW	11/12/2024

- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5
- Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- | | |
|----|--|
| 1 | 2.01 K: Seal material is tungsten carbide |
| 2 | 2.02 C-2: Power cable is Flygt's Standard SUBCAB cable. NSSHOU cable is not available for this mixer |
| 3 | 2.04 A: Non-sparking assembly not available |
| 4 | 2.05: Shop painting does not apply. Mixers are 316SS construction |
| 5 | 3.04 C-4: Neither Hahn nor Flygt will pay for any equipment or engineering redesign in the event of a failed test. |
| 6 | A hoist/crane spec was not provided. Standard manual hoist from Flygt has been quoted. |
| 7 | Local control panels are not included in this quote |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

Yes

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Hahn Equipment Co., Inc.
 Contact Name and Title: Aren Warthen - Project Manager
 Contact Phone Number: 713-868-3255
 Signature:

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Sulzer



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/6/2024

PACKAGE NO.: EWP1-01.08
PACKAGE DESCRIPTION: SUBMERSIBLE MIXERS
PROPOSER'S COMPANY NAME: Sulzer/Globalwet

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: one hundred forty nine thousand six hundred forty three
 In Figures: \$ \$149,643.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 45,000.00	\$ 45,000.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 4,500.00	\$ 4,500.00
3	Division 46 - Submersible Mechanical Mixers	3	EA	\$ 33,381.00	\$ 100,143.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 149,643.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 149,643.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Submersible Mechanical Mixers Submittal Development (from date of PO Execution):	_____
Submersible Mechanical Mixers Fabrication & Delivery (from Approval of Submittals):	_____

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/6/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	Attached
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Sulzer/Globalwet
 Contact Name and Title: _____
 Contact Phone Number: _____
 Signature: _____

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points



Request For Proposal

12/6/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.09 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Aeration Basin Blowers | EWP1-01.09

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Aeration Basin Blowers | EWP1-01.09
PLW Project #: P5R

Recommended Bidder: Atlas Copco

Seven (7) companies were solicited to bid this scope of work to furnish all Aeration Basin Blowers material, equipment and accessories required.

Three (3) companies fully submitted a bid on time.

Bidder 1: Atlas Copco

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Continental Blower

This bidder was the highest price and based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered tabulation.

Bidder 3: Lone Star Blowers Inc.

This bidder was second lowest in cost, and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Atlas Copco based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Atlas Copco for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.09 - AERATION BASIN BLOWERS | Spec. Sec. 43 11 17

Bid Tabulation			Atlas Copco	Continental Blower	Lone Star Blower Inc.							
			Environmental Improvements Inc.									
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	(Included in Item 3)	(Included in Item 3)		\$ -	\$ 20,000.00	\$ 20,000.00		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	14,200.00	\$ 14,200.00		\$ -	\$ 80,000.00	\$ 80,000.00		\$ -		\$ -
Division 43 - Multi-Stage Submersible Blowers	4	EA	150,700.00	\$ 602,800.00	\$ 1,153,700.00	\$ 1,153,700.00	\$ 254,750.00	\$ 1,019,000.00		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 617,000.00		\$ 1,153,700.00		\$ 1,119,000.00		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 617,000.00		\$ 1,153,700.00		\$ 1,119,000.00		\$ 0.00		\$ 0.00
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$ 617,000.00		\$ 1,153,700.00		\$ 1,119,000.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		86.99%		81.36%		0.00%		0.00%
Submittals		WK		6 wks		6 wks		12 wks				
Fabrication & Delivery		WK		28 wks		18 - 20 wks		28 wks				
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y		TBD		N				
% DBE Participation		%		0%		0%		100%				
Qualification Forms Submitted		Y/N		Y		Y		Y				
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y				
Acknowledge Receipt of Bid Clarifications		Y/N		N		Y		Y				

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Atlas Copco	Continental Blower	Lone Star Blower Inc.	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	37.44	38.60	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00	15.00	15.00		
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00	10.00		
Total Points	100%	95.00	62.44	63.60	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	Atlas Copco
Contract Value:	\$617,000.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Atlas Copco



**Request For Proposal
Bid Form - Suppliers**

12/2/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.09
PACKAGE DESCRIPTION: AERATION BASIN BLOWERS
PROPOSER'S COMPANY NAME: Atlas Copco Compressors LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Six hundred seventeen thousand
 In Figures: \$ 617,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions (Included in item 3)	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 14,200.00	\$ 14,200.00
3	Division 43 - Multi-stage Submersible Blowers	4	EA	\$ 150,700.00	\$ 602,800.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 617,000.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 617,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1			LS	\$ -	\$ -
2			LS	\$ -	\$ -
3			LS	\$ -	\$ -
4			LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Multi-stage Submersible Blowers Submittal Development (from date of PO Execution):	<u>6</u> Wks
Multi-stage Submersible Blowers Fabrication & Delivery (from Approval of Submittals):	<u>28</u> Wks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JSM	10/28/2024
Addendum No. 2	JSM	11/7/2024
Addendum No. 3	JSM	11/14/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal

12/2/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Installation, piping, elbows, spool pieces, piping hardware, piping gaskets, anchor bolts, housekeeping pads, and wiring to be provided by others.
- 2 Exception is taken to any brand names mentioned in the spec other than Atlas Copco. Proprietary features from other manufacturers will not be provided. Brand named specific items will be provided as noted.
- 3 Owner' provided equipment, IP addresses and preferred method of sending/receiving tags/addresses must be received no later than one (1) week after released for construction. Vendor will not be responsible for late shipments if caused by late delivery of this information.
- 4 2.01.D – We have taken exception to the Hach SC4500 controller since it is suitable for 2 DO sensor inputs only. We have included a Hach SC1000 controller which is capable of handling 3 DO sensors as per Section 43 11 17, Point 2.05.E.
- 5 Commissioning of Process Systems & Section 40 90 02.01 Control Narratives are not available for review, so compliance with it is not included in this proposal.
- 6 1.08.B – Manufacturer is not responsible for coordinating with other suppliers for equipment not being supplied under this scope. Contractor should
- 7 2.03.H – Exception is taken to this item. This is provided as part of the local controller.
- 8 2.05.C.4 – Exception is taken to the power to be supplied to valve actuators from MCP since the MCP is powered by 120VAC supply however valve actuators are rated for three phase 460VAC power.
- 9 2.05.E.2 – Proposed Hach SC1000 analyzers are NEMA 4X rated. No additional enclosures are included in this scope.
- 10 2.08.E – Communication between the MCP and Plant SCADA system will be over Ethernet.
- 11 12.08.F.2 – Exception is taken regarding the power supply to the valve actuators from the MCP. The MCP operates on a 120VAC supply, while the valve

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

Yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Atlas Copco Compressors LLC
 Contact Name and Title: Gatlin Gold
 Contact Phone Number: (281)-776-4941
 Signature:

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications	15 Points



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/2024

(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements need to be listed on company's letterhead and submitted with the proposal.)

15 Points

TOTAL

100 Points

Continental Blower



**Request For Proposal
Bid Form - Suppliers**

11/19/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.09
PACKAGE DESCRIPTION: AERATION BASIN BLOWERS
PROPOSER'S COMPANY NAME: Continental Blower, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Million One Hundred Fifty Three Thousand Seven Hundred Dollars
 In Figures: \$ \$1,153,700

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 43 - Multi-stage Submersible Blowers	4	EA	\$ -	\$ 1,153,700.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 1,153,700.00
4	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 1,153,700.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1			LS	\$ -	\$ -
2			LS	\$ -	\$ -
3			LS	\$ -	\$ -
4			LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Multi-stage Submersible Blowers Submittal Development (from date of PO Execution):	<u>6 weeks</u>
Multi-stage Submersible Blowers Fabrication & Delivery (from Approval of Submittals):	<u>18-20 weeks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	MH	11/1/2024
Addendum No. 2	MH	11/7/2024
Addendum No. 3	MH	11/13/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal

11/19/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	MH	11/4/2024
Bid Clarification No. 2	MH	11/13/2024
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1. See our proposal section "Comments and Clarifications"

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

TBD

Will be reviewed in detail if we are successful.

If NO: Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

FYI, we recently completed SAWS-Leon Creek together

Company Name: Continental Blower, LLC
 Contact Name and Title: Mitch Hylen, P.E. - Sales Manager
 Contact Phone Number: 417-430-5130
 Signature:

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost	70 Points
<i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	
Technical Proposal	
Experience and Qualifications	15 Points
<i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements	15 Points
<i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

	TOTAL	100 Points
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Lone Star Blower Inc.



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EW P1-01.09
PACKAGE DESCRIPTION: AERATION BASIN BLOWERS
PROPOSER'S COMPANY NAME: Lone Star Blower

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Million, One Hundred Nineteen Thousand and Zero Cents
 In Figures: \$ 1,119,000.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 20,000.00	\$ 20,000.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 80,000.00	\$ 80,000.00
3	Division 43 - Multi-stage Centrifugal Blowers	4	EA	\$ 254,750.00	\$ 1,019,000.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 1,119,000.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 1,119,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1			LS	\$ -	\$ -
2			LS	\$ -	\$ -
3			LS	\$ -	\$ -
4			LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Multi-stage Centrifugal Blowers Submittal Development (from date of PO Execution):	<u>12 Wks</u>
Multi-stage Centrifugal Blowers Fabrication & Delivery (from Approval of Submittals):	<u>28 Wks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JC	10/22/2024
Addendum No. 2	JC	11/7/2024
Addendum No. 3	JC	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	JC	11/1/2024
Bid Clarification No. 2	JC	11/12/2024
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	Proposed butterfly valves are High Performance to meet the requirement of 316SS body and equipped with RTFE seats (Rated to 500°F)
2	Proposed instrumentation that is not directly mounted to the blower or motor will be shipped loose and mounting hardware, to include, fittings, ball valves and wiring is not included and shall be provided by the installing Contractor.
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

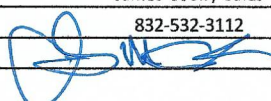
This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

NO

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Lone Star Blower
 Contact Name and Title: James Cook / Sales
 Contact Phone Number: 832-532-3112
 Signature: 

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	



Request For Proposal

11/18/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.10 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Final Clarifiers Equipment | EWP1-01.10

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Final Clarifiers Equipment | EWP1-01.10

PLW Project #: P5R

Recommended Bidder: Westech

Eight (8) companies were solicited to bid this scope of work to furnish all Final Clarifiers material, equipment and accessories required.

Three (3) companies fully submitted a bid on time.

Bidder 1: Westech

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Walker Process Equipment

This bidder was the highest price and based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered tabulation.

Bidder 3: Ovivo

This bidder was second lowest in cost, and based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Westech based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Westech for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.10 - FINAL CLARIFIERS EQUIPMENT | Spec. Sec. 46 43 21, 44 42 66.13

Bid Tabulation	BUDGETED		WesTech		Walker Process Equipment		Ovivo		BIDDER 4		BIDDER 5	
			Environmental Improvements Inc.				HRM Environmental					
			Unit Price	Total Cost			Unit Price	Total Cost				
Bid Item	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -	\$ -	\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS		\$ -		\$ -	\$ 18,426.00	\$ 18,426.00		\$ -		\$ -
Division 44 - FRP Weirs and Scum Baffles	1	LS		\$ -	\$ 75,200.00	\$ 75,200.00	\$ 59,220.00	\$ 59,220.00		\$ -		\$ -
Division 46 - Circular Clarifier Sludge Collectors Equipment	1	LS	544,039.00	\$ 544,039.00	\$ 627,800.00	\$ 627,800.00	\$ 550,372.00	\$ 550,372.00		\$ -		\$ -
Taxes (non-permanent material)	1	LS	44,883.22	\$ 44,883.22		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 588,922.22		\$ 703,000.00		\$ 628,018.00		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 588,922.22		\$ 703,000.00		\$ 628,018.00		\$ 0.00		\$ 0.00
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$ 588,922.22		\$ 703,000.00		\$ 628,018.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		19.37%		6.64%		0.00%		0.00%
Circular Clarifier Sludge Collectors Equipment Submittal Development (from date of PO Execution):		WK		10 - 12 wks		8 - 10 wks		8 - 10 wks				
Circular Clarifier Sludge Collectors Equipment Fabrication & Delivery (from Approval of Submittals):		WK		26 - 28 wks		24 - 26 wks		26 - 30 wks				
FRP Weirs and Scum Baffles Submittal Development (from date of PO Execution):		WK		10 - 12 wks		Not included		4 - 6 wks				
FRP Weirs and Scum Baffles Fabrication & Delivery (from Approval of Submittals):		WK		26 - 28 wks		Not included		12 - 14 wks				
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N*		N*		N*				
% MWBE Participation		%		0%		0%		0%				
Qualification Forms Submitted		Y/N		Y		Y		Y				
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y				

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	WesTech	Walker Process Equipment	Ovivo	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	58.64	65.64	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00	15.00	15.00		
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00	5.00		
Total Points	100%	95.00	83.64	85.64	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	WesTech
Contract Value:	\$588,922.22
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

WesTech



**Request For Proposal
Bid Form - Suppliers**

11/19/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EW P1-01.10
PACKAGE DESCRIPTION: Final Clarifiers
PROPOSER'S COMPANY NAME: WesTech Engineering

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Five Hundred Eighty-Eight Thousand Nine Hundred Twenty-Two Dollars and Twenty-Two Cents
 In Figures: \$ 588,922.22

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 46 - Circular Clarifier Sludge Collectors	2	Units	\$ -	\$ 544,039.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 544,039.00
1	Taxes (non-permanent material)				\$ 44,883.22
TOTAL BASE PROPOSAL PRICE					\$ 588,922.22

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1				\$ -	\$ -
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Submittals, after Purchase Order Acceptance and Contract Execution:	<u>10 to 12</u> Wks
Ready to Ship, after Receipt of Final Submittal Approval:	<u>26 to 28</u> Wks
Estimated Weeks Ready to Ship:	<u>36 to 40</u> Wks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	EH	10/28/2024
Addendum No. 2	EH	11/7/2024
Addendum No. 3	EH	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	26 29 13.19_2.02.G: Nameplates are proposed as mounting to the control panels with double faced industrial grade tape per the direction of our UL inspector.
2	Tax is subject to change based on tax percentages at time of invoicing
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS


This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

NO

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: WesTech Engineering
 Contact Name and Title: Libbie Linton, Executive Vice President
 Contact Phone Number: 801-290-1492
 Signature: 
Digitally signed by Libbie Linton
 DN: cn=Libbie Linton, c=US,
 o=WesTech Engineering,
 email=llinton@westech-inc.com
 Date: 2024.11.19 12:16:10 -07'00'

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	



Request For Proposal

11/19/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Walker Process Equipment



**Request For Proposal
Bid Form - Suppliers**

11/20/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.10
PACKAGE DESCRIPTION: FINAL CLARIFIERS EQUIPMENT
PROPOSER'S COMPANY NAME: Walker Process Equipment- Div. of McNish Corp.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Seven Hundred Three thousand
 In Figures: \$ 703,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 44 - FRP Weirs and Scum Baffles	1	LS	\$ -	\$ 75,200.00
4	Division 46 - Circular Clarifier Sludge Collectors Equipment	2	EA	\$ -	\$ 627,800.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 703,000.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 703,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Circular Clarifier Sludge Collectors Equipment Submittal Development (from date of PO Execution):	<u>8-10 weeks</u>
Circular Clarifier Sludge Collectors Equipment Fabrication & Delivery (from Approval of Submittals):	<u>24-26 weeks</u>
FRP Weirs and Scum Baffles Submittal Development (from date of PO Execution):	<u>8-10 weeks</u>
FRP Weirs and Scum Baffles Fabrication & Delivery (from Approval of Submittals):	<u>24-26 weeks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS			
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date	
Addendum No. 1	JCT	#####	10/22/2024
Addendum No. 2	JCT	11/7/2024	11/7/2024
Addendum No. 3	JCT	#####	11/20/2024
Addendum No. 4			
Addendum No. 5			
Addendum No. 6			



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/20/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial Date

- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5
- Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- | | |
|----|---|
| 1 | Terms & Conditions per WPE Proposal Number 24-01195 |
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

no

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Walker Process Equipment- Div. of McNish Corp.
 Contact Name and Title: Jeff Thomas- Regional Sales Manager
 Contact Phone Number: 6302645213
 Signature: Jeff Thomas- Regional Sales Manager

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost	70 Points
<i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	
Technical Proposal	
Experience and Qualifications	15 Points
<i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Compliance with Proposal Terms and Conditions Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Ovivo USA



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EWP1-01.10
PACKAGE DESCRIPTION: FINAL CLARIFIERS EQUIPMENT
PROPOSER'S COMPANY NAME: Ovivo USA LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Six hundred twenty-eight thousand eighteen
 In Figures: \$ 628,018

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	0
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	18,426.00
3	Division 44 - FRP Weirs and Scum Baffles	1	LS	\$ -	59,220.00
4	Division 46 - Circular Clarifier Sludge Collectors Equipment	2	EA	\$ -	550,372.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					628,018.00
5	Taxes (non-permanent material)	Not included			0
TOTAL BASE PROPOSAL PRICE					\$ 628,018.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Circular Clarifier Sludge Collectors Equipment Submittal Development (from date of PO Execution):	<u>8-10 Weeks</u>
Circular Clarifier Sludge Collectors Equipment Fabrication & Delivery (from Approval of Submittals):	<u>26-30 Weeks</u>
FRP Weirs and Scum Baffles Submittal Development (from date of PO Execution):	<u>4-6 weeks</u>
FRP Weirs and Scum Baffles Fabrication & Delivery (from Approval of Submittals):	<u>12-14 weeks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	KM	10/22/2024
Addendum No. 2	KM	11/6/2024
Addendum No. 3	KM	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal

11/18/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	NA	NA
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Spec section 46 43 21 - 2.12 J - Ovivo will not supply the conduit for Control panel installation.
- 2 Spec section 46 43 21 - 3.01 - Shop coating system not found in specification section 09 96 00.01. Submerged fabricated steel and Non-submerged fabricated steel will be shipped bare steel. Please refer to the checked mark specification.
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

No*

*Please see attached modifications in bid proposal.

Company Name: Ovivo USA LLC
 Contact Name and Title: Todd Kline - General Manager
 Contact Phone Number: 801-931-3202
 Signature: _____

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description Cost Proposal Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal Experience and Qualifications	15 Points



Request For Proposal

11/18/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

15 Points

TOTAL

100 Points

EWP1-01.11 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Scum Pumps | EWP1-01.11

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Scum Pumps | EWP1-01.11

PLW Project #: P5R

Recommended Bidder: Vaughan

Eleven (11) companies were solicited to bid this scope of work to furnish all Scum Pumps material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Vaughan

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Vaughan based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Vaughan for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.11 - SCUM PUMPS | Spec. Sec. 44 42 56.05

Bid Tabulation		Vaughan NEWMAN Regency										
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		included		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS		included		\$ -		\$ -		\$ -		\$ -
Division 8 - Access Doors	1	EA		included		\$ -		\$ -		\$ -		\$ -
Division 44 - Submersible Chopper Pumps and Motors	2	EA	69,975.00	\$ 139,950.00		\$ -		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 139,950.00		\$ -		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 139,950.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
Access Doors Submittal Development (from date of PO Execution):		WK		Not Listed		\$ -		\$ -		\$ -		\$ -
Access Doors Fabrication & Delivery (from Approval of Submittals):		WK		Not Listed		\$ -		\$ -		\$ -		\$ -
Submersible Chopper Pumps Submittal Development (from date of PO Execution):		WK		4 - 6 wks								
Submersible Chopper Pumps Fabrication & Delivery (from Approval of Submittals):		WK		10 - 14 wks		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$139,950.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		0.00%		0.00%		0.00%		0.00%
Submittals		WK										
Fabrication & Delivery		WK										
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		N								
Acknowledge Receipt of Addenda		Y/N		N								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	Vaughan	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00				
Compliance with Proposal Terms and Conditions (See list above)	15%	5.00				
Total Points	100%	90.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	Vaughan
Contract Value:	\$139,950.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Vaughn Pumps



Request For Proposal

12/7/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.11
PACKAGE DESCRIPTION: SCUM PUMPS
PROPOSER'S COMPANY NAME: Newman RegencyGroup

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: One Hundred Thirty Nine Thousand Nine Hundred Fifty
 In Figures: \$ \$139,950.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	included
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	included
3	Division 8 - Access Doors	1	EA	\$ -	included
4	Division 44 - Submersible Chopper Pumps and Motors	2	EA	\$ -	\$ 139,950.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 139,950.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 139,950.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Access Doors Submittal Development (from date of PO Execution):	_____	
Access Doors Fabrication & Delivery (from Approval of Submittals):	_____	
Submersible Chopper Pumps Submittal Development (from date of PO Execution):	_____	
Submersible Chopper Pumps Fabrication & Delivery (from Approval of Submittals):	_____	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/7/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Newman RegencyGroup
 Contact Name and Title _____
 Contact Phone Number: _____
 Signature _____

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description Cost Proposal Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points



Request For Proposal

12/7/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.12 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

RAS and WAS Pumps | EWP1-01.12

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

RAS and WAS Pumps | EWP1-01.12

PLW Project #: P5R

Recommended Bidder: Boerger

Ten (10) companies were solicited to bid this scope of work to furnish all RAS and WAS Pumps material, equipment and accessories required.

Three (3) companies) fully submitted a bid on time.

Bidder 1: Boerger

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Vogelsang

This bidder was the highest price and based on compliance with proposal terms and conditions, experience and qualifications, scored third on considered tabulation.

Bidder 3: Netzsch

This bidder was second lowest in cost and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Boerger based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Boerger for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.12 - RAS AND WAS PUMPS | Spec. Sec. 44 42 56.14

Bid Tabulation	BUDGETED		BOERGER		VOEGELANG		NETZSCH					
			NEWMAN REGENCY		E12		GLOBAL WET					
Bid Item	Units	UOM	BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -	\$ 6,687.00	\$ 6,687.00		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	9,000.00	\$ 9,000.00		\$ -	\$ 6,800.00	\$ 6,800.00		\$ -		\$ -
Division 44 - RAS Pumps and Motors	6	EA	23,250.00	\$ 139,500.00	\$ 80,000.00	\$ 480,000.00	\$ 25,586.13	\$ 153,516.78		\$ -		\$ -
Division 44 - WAS Pumps and Motors	2	EA	10,750.00	\$ 21,500.00	\$ 29,087.75	\$ 58,175.50	\$ 25,586.13	\$ 51,172.26		\$ -		\$ -
INSTRUMENTATION (NEED CLARIFICATION)												
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 170,000.00		\$ 538,175.50		\$ 218,176.04		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 170,000.00		\$ 538,175.50		\$ 218,176.04		\$ 0.00		\$ 0.00
Total: Base Bid + Alternates				\$ 170,000.00		\$ 538,175.50		\$ 218,176.04		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		216.57%		28.34%		0.00%		0.00%
WAS Pumps Submittal Development (from date of PO Execution):				3 WKS		4 WKS		4-6 WKS				
WAS Pumps Fabrication & Delivery (from Approval of Submittals):				10 WKS		14-16WKS		24 wks				
RAS Pumps Submittal Development (from date of PO Execution):				3 WKS		4 WKS		4-6 WKS				
RAS Pumps Fabrication & Delivery (from Approval of Submittals):				10 WKS		14-16WKS		24 wks				
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y		N		N				
% MWBE Participation		%		0%		0%		0%				
Qualification Forms Submitted		Y/N		Y		N		N				
Acknowledge Receipt of Addenda		Y/N		Y		Y		N				
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y		N				

Ranking Tabulation	Weight	1	2	3	4	5
Bid Item		BOERGER	VOEGELANG	NETZSCH	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	22.11	54.54	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00	12.00	10.00		
Compliance with Proposal Terms and Conditions (See list above)	15%	15.00	10.00	0.00		
Total Points	100%	100.00	44.11	64.54	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	BOERGER
Contract Value:	\$170,000.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat City of Tomball David Esquivel	 12/20/24

BOERGER



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/15/2024

PACKAGE NO.:	EWP1-01.12
PACKAGE DESCRIPTION:	RAS AND WAS PUMPS
PROPOSER'S COMPANY NAME:	Boerger LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words:	One Hundred Seventy Thousand
In Figures: \$	170000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	9	LS	\$ 1,000.00	\$ 9,000.00
3	Division 44 - RAS Pumps and Motors	6	EA	\$ 23,250.00	\$ 139,500.00
4	Division 44 - WAS Pumps and Motors	2	EA	\$ 10,750.00	\$ 21,500.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 170,000.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 170,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
WAS Pumps Submittal Development (from date of PO Execution):	3 Weeks
WAS Pumps Fabrication & Delivery (from Approval of Submittals):	10 Weeks
RAS Pumps Submittal Development (from date of PO Execution):	3 Weeks
RAS Pumps Fabrication & Delivery (from Approval of Submittals):	10 Weeks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	NN	11/11/2024
Addendum No. 2	NN	11/11/2024
Addendum No. 3	NN	11/13/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/15/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial	Date
NN	11/13/2024

- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5
- Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 2.01A1a Rotor case and end cover are cast iron ASTM48
- 2 VFD's by others
- 3 Timeframe runs simultaneous between RAS and WAS pumps - 3 Weeks for submittals of both with 10 weeks for delivery of both
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

Yes

If NO: Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Boerger LLC
 Contact Name and Title: Nate Neufeld - Regional Sales Manager
 Contact Phone Number: 612-435-7307
 Signature: Nate Neufeld

Bid Evaluation Criteria: Description	Weighting Value
Cost Proposal Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions Conformance with Bid Package Requirements	15 Points



Request For Proposal

11/15/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)

Expansion Project - CMAR

(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

TOTAL	100 Points
--------------	-------------------

VOEGELSANG



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/26/2024

PACKAGE NO.: EWP1-01.12
PACKAGE DESCRIPTION: RAS AND WAS PUMPS
PROPOSER'S COMPANY NAME: Vogelsang

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: _____
 In Figures: \$ 596,351

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 44 - RAS Pumps and Motors	6	EA	\$ -	\$ 480,000.00
4	Division 44 - WAS Pumps and Motors	2	EA	\$ -	\$ 58,175.50
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 596,351.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 596,351.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
WAS Pumps Submittal Development (from date of PO Execution):	<u>4</u>
WAS Pumps Fabrication & Delivery (from Approval of Submittals):	<u>14-16 weeks AAS</u>
RAS Pumps Submittal Development (from date of PO Execution):	<u>4</u>
RAS Pumps Fabrication & Delivery (from Approval of Submittals):	<u>14-6 weeks AAS</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JH	28-Oct
Addendum No. 2	JH	12-Nov
Addendum No. 3	JH	13-Nov
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/26/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	Jh	1-Nov
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	Per Scope of Supply
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

No

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Vogelsang

Contact Name and Title: Jeff Houston President - E12

Contact Phone Number: 713-461-1111

Signature: *Jeff Houston President - E12*

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost	70 Points
<i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	
Technical Proposal	
Experience and Qualifications	15 Points



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/26/2024

<i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	
Compliance with Proposal Terms and Conditions Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

NETZSCH



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/2/2024

PACKAGE NO.: EWP1-01.12
PACKAGE DESCRIPTION: RAS AND WAS PUMPS
PROPOSER'S COMPANY NAME: Netzsh Pumps

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: hundred eighteen thousand, one hundred seventy six and four c
 In Figures: \$ \$218,176.04

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ 6,687.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ 6,800.00
3	Division 44 - RAS Pumps and Motors	6	EA	\$ -	\$ 153,516.78
4	Division 44 - WAS Pumps and Motors	2	EA	\$ -	\$ 51,172.26
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 218,176.04
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 218,176.04

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
WAS Pumps Submittal Development (from date of PO Execution):	_____
WAS Pumps Fabrication & Delivery (from Approval of Submittals):	_____
RAS Pumps Submittal Development (from date of PO Execution):	_____
RAS Pumps Fabrication & Delivery (from Approval of Submittals):	_____

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/2/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	attached
2	
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a [Request for Modifications/Sample Subcontract Markup](#) to this bid.

Company Name: Netzsh Pumps

Contact Name and Title _____

Contact Phone Number: _____

Signature _____

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost	70 Points
<i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	
Technical Proposal	
Experience and Qualifications	15 Points



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/2024

<i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	
Compliance with Proposal Terms and Conditions Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.14 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Automatic Backwash Disc Filters | EWP1-01.14

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Automatic Backwash Disc Filters | EWP1-01.14
PLW Project #: P5R

Recommended Bidder: Evoqua

Nine (9) companies were solicited to bid this scope of work to furnish all Automatic Backwash Disc Filters material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: Evoqua

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Veolia

This bidder was second lowest in cost and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Evoqua based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Evoqua for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.14 - AUTOMATIC BACKWASH DISC FILTERS | Spec. Sec. 46 61 41

Bid Tabulation			EVOQUA			VEOLIA						
			E12			GLOBAL WET						
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 46 - Automatic Backwash Disc Filters	2	EA	404,154.00	\$ 808,308.00	\$ 360,804.00	\$ 721,608.00		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 808,308.00		\$ 721,608.00		\$ -		\$ -		\$ -
Normalization	1	LS		\$ -		\$ 100,000.00		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 808,308.00		\$821,608.00		\$0.00		\$0.00		\$0.00
Access Platforms	1	EA		\$ 100,395.00		\$ 114,000.00		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$908,703.00		\$935,608.00		\$0.00		\$0.00		\$0.00
% Variance from Low Bid				0%		1.65%		0.00%		0.00%		0.00%
Automatic Backwash Disk Filters Submittal Development (from date of PO Execution):		WK		12-14 WKS		6-8 WKS						
Automatic Backwash Disk Filters Fabrication & Delivery (from Approval of Submittals):		WK		18-20 WKS		24-36 WKS						
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N		N						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		N		Y						
Acknowledge Receipt of Addenda		Y/N		Y		Y						
Acknowledge Receipt of Bid Clarifications		Y/N		N		Y						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	EVOQUA	VEOLIA	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	67.99	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	10.00	12.00			
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00			
Total Points	100%	90.00	89.99	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	EVOQUA
Contract Value:	\$908,703.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Notes
	Increase in pipe and valve sizes from 20" to				
1	24".		\$ 100,000.00	\$ -	
2		\$ -	\$ -	\$ -	
3		\$ -	\$ -	\$ -	
4		\$ -	\$ -	\$ -	
5		\$ -	\$ -	\$ -	
6		\$ -	\$ -	\$ -	
7		\$ -	\$ -	\$ -	
8		\$ -	\$ -	\$ -	
9		\$ -	\$ -	\$ -	
10		\$ -	\$ -	\$ -	
TOTAL		\$ -	\$ 100,000.00	\$ -	

EVOQUA



**Request For Proposal
Bid Form - Suppliers**

11/18/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.14
PACKAGE DESCRIPTION: AUTOMATIC BACKWASH DISC FILTERS
PROPOSER'S COMPANY NAME: Evoqua Water Technologies, LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Eight hundred eight thousand three hundred eight dollars
 In Figures: \$ 808308*

* taxes not included

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	included
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	included
3	Division 46 - Automatic Backwash Disk Filters	2	EA	\$ -	included
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ -
4	Taxes (non-permanent material)				not included at this time
TOTAL BASE PROPOSAL PRICE					\$ 808,308.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Access Platform - Please see Section 3 of the proposal for platform description	1	LS	\$ -	included
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
5	Taxes (non-permanent material)				not included at this time
TOTAL BASE PROPOSAL PRICE					\$ 100,395.00

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Automatic Backwash Disk Filters Submittal Development (from date of PO Execution):	<u>Please see section 2 of the proposal for schedule.</u>
Automatic Backwash Disk Filters Fabrication & Delivery (from Approval of Submittals):	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	RM	18-Nov
Addendum No. 2	RM	18-Nov
Addendum No. 3	RM	18-Nov
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS



**Request For Proposal
Bid Form - Suppliers**

11/18/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	Please see Section 5 of the proposal for full list of clarifications and exceptions.
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a [Request for Modifications/Sample Subcontract Markup](#) to this bid.

no

Please see standard terms of sale in proposal. Evoqua is confident in the ability to meet mutually agreed upon terms and conditions upon order

Company Name: Evoqua Water Technologies, LLC
 Contact Name and Title: Rose McSherry, Technical Sales Engineer
 Contact Phone Number: 262-283-8715
 Signature: L.R. MCSHERRY

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

VEOLIA

PACKAGE NO.: EWPI-01.14
 PACKAGE DESCRIPTION: AUTOMATIC BACKWASH DISC FILTERS
 PROPOSER'S COMPANY NAME: Veolia Water Technologies, Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal. **

TOTAL BASE PROPOSAL PRICE:**

In Words: Seven hundred twenty one thousand six hundred eight
 In Figures: \$ 721,608

SECTION 1 - DIRECT COST**					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 46 - Automatic Backwash Disk Filters	2	EA	\$ -	\$ 721,608.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 721,608.00
4	Taxes (non-permanent material)***				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 721,608.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING**					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Access Platform	1	LS	\$ 114,000.00	\$ 114,000.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE**					
Identify the duration of the following schedule activities:		Duration Wks/Days			
Automatic Backwash Disk Filters Submittal Development (from date of PO Execution):		<u>6-8 Wks</u>			
Automatic Backwash Disk Filters Fabrication & Delivery (from Approval of Submittals):		24-36 Wks			
SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:			Initial	Date	
Addendum No. 1			<u>MB</u>	22-Oct-24	
Addendum No. 2			<u>MB</u>	06-Nov-24	
Addendum No. 3			<u>MB</u>	12-Nov-24	
Addendum No. 4					
Addendum No. 5					
Addendum No. 6					
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:			Initial	Date	
Bid Clarification No. 1					N/A - noted that Bid Clarification #1 was not applicable for this bid solicitation.
Bid Clarification No. 2			<u>MB</u>	12/11/2024	
Bid Clarification No. 3					
Bid Clarification No. 4					
Bid Clarification No. 5					
Bid Clarification No. 6					
SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS					

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

Work Package Bid Checklist & Bid Form: Veolia Water Technologies, Inc.'s Bid Submittal is expressly conditioned on reaching mutually acceptable terms and conditions for the contract post-award. If selected, Veolia proposes to enter good faith negotiations with PLW to reach mutually agreeable terms and conditions for this contract. Veolia's Bid Submittal, including pricing, is provided per the scope of work and terms as detailed in this Bid Submittal, including 1 comments and clarifications as included in the Scope of Supply.

46 61 41 1.04.C Performance Criteria Backwash Flow:

We anticipate that the average backwash (BW) flow rate will remain below 2% of the total flow. During continuous backwash operation, sludge production is estimated to reach approximately 55% of the BW pump capacity. Given that the peak hourly flow (PHF) is 12 MGD and the average flow is 3 MGD, this 2 expectation aligns with our performance targets and capacity considerations. However, please note that this is an estimate and not a guarantee

DWG G-10 Hydraulic Profile:

3 Please note to meet the overflow weir height of 165.25', the bottom of unit elevation should be 160.36'. The corresponding effluent weir height will be 164.03'

4 Per 46 61 41 in addendum 3, enclosure shall be 304 L stainless steel dead front configuration.

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS**

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no): no

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

**

Company Name: Veolia Water Technologies, Inc.

Contact Name and Title Jim Daugherty

Contact Phone Number: 919-349-2280

Signature 

**

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost

(Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Experience and Qualifications

(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)

Compliance with Proposal Terms and Conditions

Conformance with Bid Package Requirements

(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

Weighting Value

70 Points

15 Points

15 Points

TOTAL 100 Points

**Veolia Water Technologies' Inc's Bid Submittal is expressly conditioned on parties reaching mutually acceptable terms and conditions for the contract post-award. Veolia's Bid Submittal, including pricing, is provided per the scope of work, terms and conditions, Terms of Sale, Process Performance Guarantee, and Comments to Bid Documents as detailed in this Bid Submittal.

***VWT has not included taxes in its pricing as the RFP's Scope of Work File (Section 4) states that the following items will be excluded from your proposal: 'F' Sales tax'

EWP1-01.15 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

UV Disinfection System | EWP1-01.15

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

UV Disinfection System | EWP1-01.15

PLW Project #: P5R

Recommended Bidder: Xylem Water (Wedeco)

Nine (9) companies were solicited to bid this scope of work to furnish all UV Disinfection System material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: Xylem Water (Wedeco)

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Trojan

This bidder was second lowest in cost and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Xylem Water based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Xylem Water for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.15 - UV DISINFECTION SYSTEM | Spec. Sec. 46 66 56

Bid Tabulation	BUDGETED		WEDECO		TROJAN TECHNOLOGIES		BIDDER 3		BIDDER 4		BIDDER 5	
			XYLEM WATER		NEWMAN REGENCY							
			BIDDER 1		BIDDER 2							
Bid Item	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	18,858.00	\$ 18,858.00	\$ 32,000.00	\$ 32,000.00		\$ -		\$ -		\$ -
Division 46 - UV Disinfection System	1	EA	363,042.00	\$ 363,042.00	\$ 455,900.00	\$ 455,900.00		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 381,900.00		\$ 499,900.00		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 381,900.00		\$ 499,900.00		\$ 0.00		\$ 0.00		\$ 0.00
Exchange specified PLC with Wedco standard Allen Bradley CompactLogix 1769-L37RE	1	LS	\$ (9,542.00)	\$ (9,542.00)								
Elimination of Harmonics Testing	1	LS			\$ (8,000.00)	\$ (8,000.00)						
Elimination of Fortinet Switch per 46 66 56 Part 2 -2.02.C.5.d.1 and Elimination of the Quint	1	LS			\$ (2,650.00)	\$ (2,650.00)						
Elimination of the Spare Hydraulic Pump Assy	1	LS			\$ (2,250.00)	\$ (2,250.00)						
Total: Base Bid + Alternates				\$ 372,358.00		\$ 487,000.00		\$ 0.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		30.90%		0.00%		0.00%		0.00%
UV Disinfection System Submittal Development (from date of PO Execution):		WK		10-12		8						
UV Disinfection System Fabrication & Delivery (from Approval of Submittals):		WK		22-26		20						
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N		N						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		N		Y						
Acknowledge Receipt of Addenda		Y/N		Y		Y						

Ranking Tabulation	Weight	1	2	3	4	5
Bid Item		WEDECO	TROJAN TECHNOLOGIES	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	53.52	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	10.00	15.00			
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00			
Total Points	100%	90.00	78.52	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	WEDECO
Contract Value:	\$381,900.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Wedeco



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EWP1-01.15
PACKAGE DESCRIPTION: UV DISINFECTION SYSTEM
PROPOSER'S COMPANY NAME: Xylem Water Solutions USA Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Three Hundred Eighty One Thousand Nine Hundred Dollars
 In Figures: \$ 381,900

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 18,858	\$ 18,858.00
3	Division 46 - UV Disinfection System	1	EA	\$ 363,042	\$ 363,042.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 381,900.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 381,900.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Exchange specified PLC with Wedeco standard Allen Bradley CompactLogix 1769-L37REM	1	LS	\$ 9,542.00	\$ 9,542.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
UV Disinfection System Submittal Development (from date of PO Execution):	<u>10-12 Weeks</u>
UV Disinfection System Fabrication & Delivery (from Approval of Submittals):	<u>22-26 Weeks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	CM	10/28/24
Addendum No. 2	CM	11/14/24
Addendum No. 3	CM	11/14/24
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 **46 66 55, 2.02, D, 14 Clarification:** A convenience receptacle can be provided in the PLC enclosure to allow for power connection of a laptop which we believe is the intent of having the receptacle. Work with a laptop would be done at the PLC enclosure and not at the PDC.

- 2 **46 66 56, 2.02, D, 7 Exception:** The requirement of having the lamp modules/ballast racks on circuit breakers. The WEDECO TDS ballast is designed and certified to UL 1029: Standard for High-Intensity-Discharge Lamp Ballasts. In the unlikely event that someone comes in direct contact with the terminals or wires, the galvanic isolation design prevents the person from receiving an electrical shock because the ballast output power is isolated from the ballast input power. Additionally, the galvanic isolation is designed such that there are no connections between the supply and lamp circuitry; resulting in an operation where current cannot flow between the lamp line and ground or between live circuitry and ground. The galvanic isolation design has been implemented on Xylem WEDECO ballasts since 2008 and has been reviewed and approved by UL on a continuous basis at both the circuit board design level and as it is designed within the electrical enclosure. The ballasts are also designed such that if a short or open circuit is detected the ballast will immediately shut off providing protection above the requirement in the UVDGM

- 3 *Please refer to Xylem comments to General Terms & Conditions within proposal document.*

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

No

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Xylem Water Solutions USA Inc.
 Contact Name and Title: Chadd Matthewson Territory Manager
 Contact Phone Number: (980) 384-6959
 Signature: *Chadd Matthewson*

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Trojan Technologies



**Request For Proposal
Bid Form - Suppliers**

12/7/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.15
PACKAGE DESCRIPTION: UV DISINFECTION SYSTEM
PROPOSER'S COMPANY NAME: Trojan Technologies Group ULC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Four hundred and ninety nine thousand and zero dollars.
 In Figures: \$ 499,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ 12,000.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ 32,000.00
3	Division 46 - UV Disinfection System	3	EA	\$ -	\$ 455,900.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 499,900.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 499,900.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Elimination of Harmonics Testing	1	LS	\$ 8,000.00	\$ 8,000.00
2	Elimination of Fortinet Switch per 46 66 56 Part 2 - 2.02.C.5.d.1 and Elimination of the Quint P	1	LS	\$ 2,650.00	\$ 2,650.00
3	Elimination of the Spare Hydraulic Pump Assy	1	LS	\$ 2,250.00	\$ 2,250.00
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
UV Disinfection System Submittal Development (from date of PO Execution):	<u>8/140</u>
UV Disinfection System Fabrication & Delivery (from Approval of Submittals):	<u>20/140</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	BG	10/22/2024
Addendum No. 2	BG	11/6/2024
Addendum No. 3	BG	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS	
Please list all Assumptions & Clarifications below (Add additional line items as necessary)	
1	See enclosed trojan Scope of Supply



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/7/2024

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended. The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Trojan Technologies Group ULC
 Contact Name and Title: Bill Gordon, Sales Manager
 Contact Phone Number: 519 457 3400 x 2315
 Signature:

Bid Evaluation Criteria:	
Description	Weighting Value
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.16 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Rotary Drum Thickeners | EWP101.16

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Rotary Drum Thickeners | EWP1-01.16
PLW Project #: P5R

Recommended Bidder: Parkson

Ten (10) companies were solicited to bid this scope of work to furnish all Rotary Drum Thickeners material, equipment and accessories required.

Four (4) companies fully submitted a bid on time.

Bidder 1: Andritz

The bidder was the lowest bidder, however based on compliance with proposal terms and conditions, experience and qualifications, and additional design and construction cost to incorporate equipment, scored third on considered tabulation.

Bidder 2: Alfa Laval

This bidder was the second lowest in cost and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

Bidder 3: Parkson

This bidder was third lowest in cost, however considering the basis of design, compliance with proposal terms and conditions, experience and qualifications, scored highest on considered tabulation.

Bidder 4: BDP Industries, Inc.

This bidder was the fourth in price and based on compliance with proposal terms and conditions, experience and qualifications, scored fourth on considered tabulation.

We recommend proceeding with the bid proposal from Parkson based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Parkson for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.16 - ROTARY DRUM THICKENERS | Spec. Sec. 46 71 33, 46 33 33

Bid Tabulation	BUDGETED		ANDRITZ		AFLA LAVAL		PARKSON		BDP INDUSTRIES			
			HARTWELL		E12		GLOBAL WET		HRM ENVIRONMENTAL			
Bid Item	Units	UOM	BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 15,656.00	\$ 15,656.00	\$ 40,401.98	\$ 40,401.98		\$ -	\$ 15,500.00	\$ 15,500.00		\$ -
Division 46 - Rotary Drum Thickeners	2	EA	\$ 241,074.00	\$ 482,148.00	\$ 248,055.70	\$ 496,111.40	273,152.00	\$ 546,304.00	305,500.00	\$ 611,000.00		\$ -
Division 46 - Polymer Blending and Feed System	1	EA	\$ 47,196.00	\$ 47,196.00	\$ 61,486.62	\$ 61,486.62	52,513.00	\$ 52,513.00	50,000.00	\$ 50,000.00		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 545,000.00		\$ 598,000.00		\$ 598,817.00		\$ 676,500.00		\$ -
Normalization				\$ 60,000.00		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 605,000.00		\$ 598,000.00		\$ 598,817.00		\$ 676,500.00		\$ -
Removal of Second Rotary Drum Thickener	1	LS	(250,000.00)	(250,000.00)		\$ -	(229,931.00)	(229,931.00)	(296,500.00)	(296,500.00)		\$ -
Total: Base Bid + Alternates				\$ 355,000.00		\$ 598,000.00		\$ 368,886.00		\$ 380,000.00		\$ 0.00
% Variance from Low Bid				1.17%		0.00%		0.14%		13.13%		
Rotary Drum Thickeners Submittal Development (from date of PO Execution):		WK		4-6		8-12		8-10		8-10		
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):		WK		26-32		25-29		18-22		45-50		
Polymer Blending and Feed System Submittal Development (from date of PO Execution):		WK		4-6		6-8		4-6		8-10		
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):		WK		26-32		10-12		10-12		24-30		
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N		N*		N*		Y		
% MWBE Participation		%		0%		0%		0%		0%		
Qualification Forms Submitted		Y/N		Y		Y		Y		Y		
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y		Y		
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y		Y		Y		

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	ANDRITZ	AFLA LAVAL	PARKSON	BDP INDUSTRIES	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	69.19	70.00	69.90	62.60	#DIV/0!
Experience and Qualifications	15%	15.00	15.00	15.00	15.00	
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00	12.00	15.00	
Total Points	100%	94.19	95.00	96.90	92.60	#DIV/0!

Date of Recommendation:	12/12/24
Recommended Vendor	PARKSON
Contract Value:	\$368,886.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Bid Cost Normalization

#	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Notes
1	Design and construction changes	\$ 60,000.00	\$ -	\$ -	\$ -	-
2		\$ -	\$ -	\$ -	\$ -	-
3		\$ -	\$ -	\$ -	\$ -	-
4		\$ -	\$ -	\$ -	\$ -	-
5		\$ -	\$ -	\$ -	\$ -	-
6		\$ -	\$ -	\$ -	\$ -	-
7		\$ -	\$ -	\$ -	\$ -	-
8		\$ -	\$ -	\$ -	\$ -	-
9		\$ -	\$ -	\$ -	\$ -	-
10		\$ -	\$ -	\$ -	\$ -	-
11	TOTAL	\$ 60,000.00	\$ -	\$ -	\$ -	-

PARKSON



**Request For Proposal
Bid Form - Suppliers**

11/19/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.16
PACKAGE DESCRIPTION: ROTARY DRUM THICKENERS
PROPOSER'S COMPANY NAME: Parkson Corporation

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Five Hundred Ninety Eight Thousand, Eight Hundred and Seventeen
 In Figures: \$ 598,817

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions Included in Item 3	1	LS	Included in Item 3	
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services) Included in I	1	LS	Included in Item 3	
3	Division 46 - Rotary Drum Thickeners	2	EA	\$ 273,152.00	\$ 546,304.00
4	Division 46 - Polymer Blending and Feed System	1	EA	\$ 52,513.00	\$ 52,513.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 598,817.00
5	Taxes (non-permanent material) - Taxes are excluded per CMAR Agreement 5.1.2.4				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 598,817.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Removal of Second Rotary Drum Thickener - Cost is considered a DEDUCT to the above	1	LS	\$ (229,931.00)	\$ (229,931.00)
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			<u>Duration</u>	<u>Wks/Days</u>	
	Rotary Drum Thickeners Submittal Development (from date of PO Execution):		8 to 10	weeks	
	Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):		18 to 22	weeks	
	Polymer Blending and Feed System Submittal Development (from date of PO Execution):		4 to 6	weeks	
	Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):		10 to 12	weeks	

SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:			<u>Initial</u>	<u>Date</u>	
	Addendum No. 1		AT	10/22/2024	
	Addendum No. 2		AT	11/6/2024	
	Addendum No. 3		AT	11/12/2024	
	Addendum No. 4				
	Addendum No. 5				
	Addendum No. 6				



**Request For Proposal
Bid Form - Suppliers**

11/19/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	AT	11/12/2024
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Section 40 90 02.01 was not included in the project specification manual and therefore we take exception to any requirements related to that section
- 2 Section 26 29 23.11 specifies drives for the influent pumps, digester sludge feed pumps, WAS/WAS pumps, and blowers. We take exception to this section as we are providing standard RDT vendor supplied VFD's with line reactors for the RDT control panels
- 3 Please refer to the Parkson Supplied "Bid Scope - Tomball South, TX" Document for Buyer/Owner Responsibilities
- 4 RDT Drain Valve shall be provided by others
- 5 Section 46 71 33 Section 2.14 references Bushing spare parts, these are not applicable to Parkson and are therefore excluded.
- 6 P&ID PI-15 - The following equipment was not detailed with an asterisk and shall therefore be provided by others: Pressure relief valves, low pressure switch, pressure indicators, balls valves and isolation rings
- 7
- 8
- 9
- 10
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- 12
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

NO (see attachment)

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Parkson Corporation
 Contact Name and Title: Andrew Singer, Contracts Manager
 Contact Phone Number: 954-974-6610
 Signature: *Andrew Singer*

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements	15 Points



Request For Proposal

11/19/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)

TOTAL 100 Points

ANDRITZ



**Request For Proposal
Bid Form - Suppliers**

12/9/24

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.16
PACKAGE DESCRIPTION: ROTARY DRUM THICKENERS
PROPOSER'S COMPANY NAME: ANDRITZ SEPARATION TECHNOLOGIES INC.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: 545,000
 In Figures: \$ Five Hundred Forty Five Thousand Dollars

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 15,656.00	\$ 15,656.00
3	Division 46 - Rotary Drum Thickeners	2	EA	\$ 241,074.00	\$ 482,148.00
4	Division 46 - Polymer Blending and Feed System	1	EA	\$ 47,196.00	\$ 47,196.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 545,000.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 545,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Removal of Second Rotary Drum Thickener	1	LS	\$ 295,000.00	\$ 295,000.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Rotary Drum Thickeners Submittal Development (from date of PO Execution):	<u>4 to 6 weeks</u>
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):	<u>26 to 32 weeks after receipt of approved submittals</u>
Polymer Blending and Feed System Submittal Development (from date of PO Execution):	<u>4 to 6 weeks</u>
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):	<u>26 to 32 weeks after receipt of approved submittals</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	SRW	10/22/24
Addendum No. 2	SRW	11/6/24
Addendum No. 3	SRW	11/12/24
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/9/24

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial	Date
SRW	11/12/24

- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5
- Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1
- 2
- 3
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- 13
- 14
- 15

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.

The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

no

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: ANDRITZ SEPARATION TECHNOLOGIES INC.
 Contact Name and Title: Steve Walden Regional Sales Manager
 Contact Phone Number: 817-419-1768
 Signature: Steve Walden

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

AFLA LAVAL



Request For Proposal

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EW P1-01.16
 PACKAGE DESCRIPTION: ROTARY DRUM THICKENERS
 PROPOSER'S COMPANY NAME: Alfa Laval, Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Five hundred ninety-eight thousand dollars 0/100
 In Figures: \$ 598,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 40,401.98	\$ 40,401.98
3	Division 46 - Rotary Drum Thickeners	2	EA	\$ 248,055.70	\$ 496,111.40
4	Division 46 - Polymer Blending and Feed System	1	EA	\$ 61,486.62	\$ 61,486.62
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 598,000.00
5	Taxes (non-permanent material)			NOTE: No taxes are included in our bid	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 598,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Removal of Second Rotary Drum Thickener	1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Rotary Drum Thickeners Submittal Development (from date of PO Execution):	<u>8-12 weeks</u> from fully executed PO
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):	<u>25-29 weeks</u> from receipt of approved submittals and/or release to manufacture.
Polymer Blending and Feed System Submittal Development (from date of PO Execution):	<u>6 -8 weeks</u> from fully executed PO
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):	<u>10-12 weeks</u> from receipt of approved submittals and/or release to manufacture.

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	BD	10/22/2024
Addendum No. 2	BD	11/6/2024
Addendum No. 3	BD	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2	BD	11/12/2024
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1	See attached list of clarifications and exceptions
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

See Attached Request for Modifications/Sample Subcontract markup

Company Name: Alfa Laval, Inc.
 Contact Name and Title: John Moccero, Capital Sales Manager - Western Region
 Contact Phone Number: 832-683-7205
 Signature: *Ken Medlin*
 Ken Medlin, Director of Water 281-253-1353

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

BDP INDUSTRIES



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EWP1-01.16
PACKAGE DESCRIPTION: ROTARY DRUM THICKENERS
PROPOSER'S COMPANY NAME: BDP Industries, Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Six hundred seventy six thousand, five hundred dollars
 In Figures: \$ 676,500.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 15,500.00	\$ 15,500.00
3	Division 46 - Rotary Drum Thickeners	2	EA	\$ 305,500.00	\$ 611,000.00
4	Division 46 - Polymer Blending and Feed System	1	EA	\$ 50,000.00	\$ 50,000.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 676,500.00
5	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 676,500.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Removal of Second Rotary Drum Thickener	1	LS	\$ 296,500.00	\$ 296,500.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Rotary Drum Thickeners Submittal Development (from date of PO Execution):	8-10	
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):	45 - 50	
Polymer Blending and Feed System Submittal Development (from date of PO Execution):	8-10	
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):	24-30	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	AJS	10/22/24
Addendum No. 2	AJS	11/6/24
Addendum No. 3	AJS	11/12/24
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

Initial	Date
NA	NA
AJS	11/12/2024

- Bid Clarification No. 1
- Bid Clarification No. 2
- Bid Clarification No. 3
- Bid Clarification No. 4
- Bid Clarification No. 5
- Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 BDP recommends revising the capture rate to 95%; BDP can confirm with bench testing if representative sludge is available.
- 2
- 3
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- 13
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

Yes

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: _____ BDP Industries, Inc.
 Contact Name and Title: _____ A.J. Schmidt - President
 Contact Phone Number: _____ 518-695-6851
 Signature: _____ A.J. Schmidt - President

Bid Evaluation Criteria:

Description

Cost Proposal

Complete Bid Package Cost
 (Lowest Price/Evaluated Proposal Price) x Points Available = Score

Technical Proposal

Experience and Qualifications
 (Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)

Weighting Value

70 Points

15 Points



Request For Proposal
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/2024

Compliance with Proposal Terms and Conditions Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.18 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Digested Sludge Pumps | EWP1-01.18

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Digested Sludge Pumps | EWP1-01.18

PLW Project #: P5R

Recommended Bidder: Netzsch

Ten (10) companies were solicited to bid this scope of work to furnish all Digested Sludge Pumps material, equipment and accessories required.

Only one (1) company fully submitted a bid on time.

Bidder 1: Netzsch

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

We recommend proceeding with the bid proposal from Netzsch based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Netzsch for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.18 - DIGESTED SLUGE PUMPS | Spec. Sec. 44 42 56.13

Bid Tabulation		NETZSCH GLOBAL WET										
Bid Item	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS	1,315.00	\$ 1,315.00		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Division 44 - Progressing Cavity Pumps	1	EA	16,802.00	\$ 16,802.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 22,117.00		\$ -		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 22,117.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$ 22,117.00		\$ 0.00		\$ 0.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		0.00%		0.00%		0.00%		0.00%
Progressing Cavity Pumps Submittal Development (from date of PO Execution):		WK		4-6 wks								
Progressing Cavity Pumps Fabrication & Delivery (from Approval of Submittals)		WK		24 wks								
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		Y								
% MWBE Participation		%		0%								
Qualification Forms Submitted		Y/N		N								
Acknowledge Receipt of Addenda		Y/N		N								

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	NETZSCH	0	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	10.00				
Compliance with Proposal Terms and Conditions (See list above)	15%	12.00				
Total Points	100%	92.00	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	NETZSCH
Contract Value:	\$22,117.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	Murali Erat 12/20/24
City of Tomball David Esquivel	

Netzsch Pumps



Request For Proposal

12/8/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.18
PACKAGE DESCRIPTION: DIGESTED SLUGE PUMPS
PROPOSER'S COMPANY NAME: Netzsch Pumps

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Twenty two thousand one hundred seventeen and zero cents
 In Figures: \$ \$22,117.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 1,315.00	\$ 1,315.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 4,000.00	\$ 4,000.00
3	Division 44 - Progressing Cavity Pumps	1	EA	\$ 16,802.00	\$ 16,802.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 22,117.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 22,117.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Progressing Cavity Pumps Submittal Development (from date of PO Execution):	_____
Progressing Cavity Pumps Fabrication & Delivery (from Approval of Submittals):	_____

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

EWP1-01.19 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Digester Blowers | EWP1-01.19

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Digester Blowers | EWP1-01.19
PLW Project #: P5R

Recommended Bidder: Atlas Copco

Eight (8) companies were solicited to bid this scope of work to furnish all Digester Blowers material, equipment and accessories required.

Three (3) companies fully submitted a bid on time.

Bidder 1: Atlas Copco

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Aerzen USA

This bidder was second lowest in cost and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

Bidder 3: Gardner Denver

This bidder was the highest price and based on compliance with proposal terms and conditions, experience and qualifications, scored third on considered tabulation.

We recommend proceeding with the bid proposal from Atlas Copco based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Atlas Copco for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.19 - DIGESTER BLOWERS | Spec. Sec. 43 11 33

FNI Quote/PLW OPCC Estimate \$143,375

Bid Tabulation			ATLAS COPCO		AERZEN USA		GARDNER DENVER					
			E12		HARTWELL		PINNACLE INDUSTRIES					
	BUDGETED		BIDDER 1		BIDDER 2		BIDDER 3		BIDDER 4		BIDDER 5	
Bid Item	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	9,000.00	\$ 9,000.00	10,300.00	\$ 10,300.00		\$ -		\$ -		\$ -
Division 43 - Rotary Lobe Positive Displacement Blowers	2	EA	35,100.00	\$ 70,200.00	73,037.00	\$ 146,074.00	92,500.00	\$ 185,000.00		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 79,200.00		\$ 156,374.00		\$ 185,000.00		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 79,200.00		\$ 156,374.00		\$ 185,000.00		\$0.00		\$0.00
Two (2) Starter Panel NEMA 4X 316 Stainless Enclosure	1	LS		\$ -		\$ -	50,000.00	\$ 50,000.00		\$ -		\$ -
Total: Base Bid + Alternates				\$79,200.00		\$156,374.00		\$235,000.00		\$0.00		\$0.00
% Variance from Low Bid				0%		97.44%		134%		0.00%		0.00%
Multi-State Submersible Blowers Submittal Development (from date of PO Execution)		WK		6 wks		4-6 wks		12-14 wks				
Multi-State Submersible Blowers Fabrication & delivery (from Approval of Submittals)		WK		16 wks		14 wks		18-20 wks				
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N		N		N				
% MWBE Participation		%		0%		0%		0%				
Qualification Forms Submitted		Y/N		Y		Y		Y				
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y				
Acknowledge Receipt of Bid Clarifications		Y/N		N		N		Y				

Ranking Tabulation	Weight	1	2	3	4	5
Bid Item		ATLAS COPCO	AERZEN USA	GARDNER DENVER	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	35.45	29.97	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	10.00	10.00	10.00		
Compliance with Proposal Terms and Conditions (See list above)	15%	10.00	10.00	12.00		
Total Points	100%	90.00	55.45	51.97	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	ATLAS COPCO
Contract Value:	\$79,200.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

Atlas-Copco



**Request For Proposal
Bid Form - Suppliers**

12/2/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.19
PACKAGE DESCRIPTION: DIGESTER BLOWERS
PROPOSER'S COMPANY NAME: Atlas Copco Compressors LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Seventy-nine thousand two-hundred
 In Figures: \$ 79,200

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 9,000.00	\$ 9,000.00
3	Division 43 - Rotary Lobe Positive Displacement Blowers	2	EA	\$ 35,100.00	\$ 70,200.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 79,200.00
4	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 79,200.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Rotary Lobe Positive Displacement Blowers Submittal Development (from date of PO Execution):	<u>6</u>	Wks
Rotary Lobe Positive Displacement Blowers Fabrication & Delivery (from Approval of Submittals):	<u>16</u>	Wks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JSM	10/28/2024
Addendum No. 2	JSM	11/7/2024
Addendum No. 3	JSM	11/14/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Installation, piping, elbows, spool pieces, piping hardware, piping gaskets, anchor bolts, housekeeping pads, and wiring to be provided by others.
- 2 Blowers require proper electrical protection.
- 3 2.02.A – Manufacturer does not provide or recommend washable filters. Improper maintenance can reduce the efficiency and damage the blowers.
- 4 2.02.B – Proposed blower includes integral inlet filter/silencer. No external silencer will be provided.
- 5 2.04.C – Blowers are indicated in this specification and shown in the drawings installed outdoors. No flanged inlet or inlet flexible connector is included in this
- 6 2.04.D – In lieu of gauges, these parameters are monitored and displayed in the integral local controller.
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

YES

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Atlas Copco Compressors LLC
 Contact Name and Title: Gatlin Gold
 Contact Phone Number: (281)-776-4941
 Signature: *Gatlin Gold*

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Arzen USA



**Request For Proposal
Bid Form - Suppliers**

11/19/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.19

PACKAGE DESCRIPTION: DIGESTER BLOWERS

PROPOSER'S COMPANY NAME: Aerzen USA

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: one hundred fifty-six thousand three hundred seventy-four dollars
In Figures: \$ 156,374

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 10,300.00	\$ 10,300.00
3	Division 43 - Rotary Lobe Positive Displacement Blowers	2	EA	\$ 73,037.00	\$ 146,074.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 156,374.00
4	Taxes (non-permanent material)			\$ -	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 156,374.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:		
Rotary Lobe Positive Displacement Blowers Submittal Development (from date of PO Execution):	Duration	Wks/Days
Rotary Lobe Positive Displacement Blowers Fabrication & Delivery (from Approval of Submittals):	<u>4 - 6 weeks</u>	<u>14 weeks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		
Addendum No. 1	Initial	Date
Addendum No. 2	<u>LPD</u>	<u>31-Oct</u>
Addendum No. 3	<u>LPD</u>	<u>12-Nov</u>
Addendum No. 4	<u>LPD</u>	<u>18-Nov</u>
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		
Bid Clarification No. 1	Initial	Date
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		



**Request For Proposal
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS


- Please list all Assumptions & Clarifications below (Add additional line items as necessary)
- 1 Section 43 11 33; 1.04.B.6 - Aerzen is guaranteeing a free field sound level of 76 dBA based on ISO-2151 empirical data gathered in an ISO-3785 test facility. Project specific free field sound testing is not being provided.
 - 2 Section 43 11 33; 1.07 - Aerzen is providing their standard warranty of 24 months after start up, 30 months after delivery, or whichever comes first.
 - 3 Section 43 11 33; 2.02.D - Aerzen is guaranteeing a free field sound level of 76 dBA per ISO-2151 empirical data. Installed sound levels cannot be guaranteed as there are factors outside of the blower manufacturer's scope of supply that can adversely affect installed sound level readings (i.e. other machinery running, external piping configuration, facility layout...etc.).
 - 4 Section 43 11 33; 2.04.B - Aerzen is providing their standard check valve, which shall be of the full-bore low pressure-drop, flapper type design with a steel body, and steel flap embedded in EPDM with full-contact seal.
 - 5 Section 43 11 33; 2.04.C - Aerzen is providing their standard stub pipe. The flexible discharge connectors shall be a silicone reinforced sleeve secured with four (4) stainless steel sleeve clamps. The process connection will terminate with metal ANSI flange "stub pipe", axially restrained by the external process piping.
 - 6 Section 43 11 33; 2.05 - Aerzen is providing their standard paint system and protective coating which is in line with industry best practice.
 - 7 Section 43 11 33; Addendum - Addendum 1-3 has been received and reviewed.
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):
If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: Aerzen USA
 Contact Name and Title: Kurt Erickson, General Manager
 Contact Phone Number: (484) 798-2473
 Signature: 

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Gardner Denver



**Request For Proposal
Bid Form - Suppliers**

11/25/2024

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.19
PACKAGE DESCRIPTION: DIGESTER BLOWERS
PROPOSER'S COMPANY NAME: Pinnacle Industries LLC

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Blower \$185,000; Starter \$50,000
 In Figures: \$ Blower \$185,000; Starter \$50,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ -	\$ -
3	Division 43 - Rotary Lobe Positive Displacement Blowers	2	EA	\$ 92,500.00	\$ 185,000.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 185,000.00
4	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 185,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Two (2) Starter Panel NEMA 4X 316 Stainless Enclosure	1	LS	\$ 50,000.00	\$ 50,000.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:		
Rotary Lobe Positive Displacement Blowers Submittal Development (from date of PO Execution):	Duration	Wks/Days
Rotary Lobe Positive Displacement Blowers Fabrication & Delivery (from Approval of Submittals):	<u>23</u>	<u>20</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		
Addendum No. 1	Initial	Date
Addendum No. 2	JZ	11/8/2024
Addendum No. 3	JZ	11/8/2024
Addendum No. 4	JZ	11/12/2024
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		
Bid Clarification No. 1	Initial	Date
Bid Clarification No. 2	JZ	11/12/2024
Bid Clarification No. 3	JZ	11/12/2024
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/25/2024

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 I have request a clarification on Addendum 3 if the blower vendor needs to supply the starter panel with no response
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

Company Name: _____ Pinnacle Industries LLC
 Contact Name and Title _____ James Zientek - Sales
 Contact Phone Number: _____ 713-805-1153
 Signature _____ *James Zientek*

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.20 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Centrifuge | EWP1-01.20

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Centrifuge | EWP1-01.20

PLW Project #: P5R

Recommended Bidder: Andritz Separation

Six (6) companies were solicited to bid this scope of work to furnish all Centrifuge material, equipment and accessories required.

Two (2) companies fully submitted a bid on time.

Bidder 1: Andritz Separation

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Alfa Laval

This bidder was second lowest in cost and based on compliance with proposal terms and conditions, experience and qualifications, scored second on considered tabulation.

We recommend proceeding with the bid proposal from Andritz Separation based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with Andritz Separation for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.20 - CENTRIFUGE | Spec. Sec. 46 76 33

Bid Tabulation	BUDGETED		ANDRITZ SEPARATION		ALFA LAVAL		BIDDER 3		BIDDER 4		BIDDER 5	
			HARTWELL		ENVIRONMENTAL IMPROVEMENTS							
			BIDDER 1		BIDDER 2							
Bid Item	Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Division 1 - General Conditions	1	LS		\$ -		\$ -		\$ -		\$ -		\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	20,131.00	\$ 20,131.00	\$ 23,925.00	\$ 23,925.00		\$ -		\$ -		\$ -
Division 46 - Dewatering Centrifuge	1	EA	329,369.00	\$ 329,369.00	\$ 407,075.00	\$ 407,075.00		\$ -		\$ -		\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid				\$ 349,500.00		\$ 431,000.00		\$ -		\$ -		\$ -
Normalization				\$ -		\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Normalization				\$ 349,500.00		\$ 431,000.00		\$ 0.00		\$ 0.00		\$ 0.00
				\$ -		\$ -		\$ -		\$ -		\$ -
Total: Base Bid + Alternates				\$ 349,500.00		\$ 431,000.00		\$ 0.00		\$ 0.00		\$ 0.00
% Variance from Low Bid				0%		23.32%		0.00%		0.00%		0.00%
Rotary Drum Thickeners Submittal Development (from date of PO Execution):		WK		4-6 wks		8-12 wks						
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):		WK		26-32 wks		34-38 wks						
Polymer Blending and Feed System Submittal Development (from date of PO Execution):		WK		4-6 wks		8-12 wks						
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):		WK		26-32 wks		34-38 wks						
Proposal Terms and Conditions:												
Agreed to PLW T&C		Y/N		N		N						
% MWBE Participation		%		0%		0%						
Qualification Forms Submitted		Y/N		Y		Y						
Acknowledge Receipt of Addenda		Y/N		Y		Y						
Acknowledge Receipt of Bid Clarifications		Y/N		Y		Y						

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	ANDRITZ SEPARATION	ALFA LAVAL	0	0	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	56.76	#DIV/0!	#DIV/0!	#DIV/0!
Experience and Qualifications	15%	15.00	12.00			
Compliance with Proposal Terms and Conditions (See list above)	15%	12.00	12.00			
Total Points	100%	97.00	80.76	#DIV/0!	#DIV/0!	#DIV/0!

Date of Recommendation:	12/06/24
Recommended Vendor	ANDRITZ SEPARATION
Contract Value:	\$349,500.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

ANDRITZ SEPARATION



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

PACKAGE NO.: EWP1-01.16
 PACKAGE DESCRIPTION: Dewatering Centrifuge
 PROPOSER'S COMPANY NAME: ANDRITZ SEPARATION TECHNOLOGIES INC.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: 349,500
 In Figures: \$ Three Hundred Forty Nine Thousand Five Hundred Dollars

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 20,131.00	\$ 20,131.00
3	Division 46 - Dewatering Centrifuge	1	EA	\$ 329,369.00	\$ 329,369.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 349,500.00
5	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 349,500.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Rotary Drum Thickeners Submittal Development (from date of PO Execution):	4 to 6 weeks
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):	26 to 32 weeks after receipt of approved submittals
Polymer Blending and Feed System Submittal Development (from date of PO Execution):	4 to 6 weeks
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):	26 to 32 weeks after receipt of approved submittals

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	SRW	10/22/2024
Addendum No. 2	SRW	11/6/2024
Addendum No. 3	SRW	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		



**Request for Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1	SRW	11/12/2024
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		
Bid Clarification No. 6		

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

no

IF NO: Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: ANDRITZ SEPARATION TECHNOLOGIES INC.
 Contact Name and Title: Steve Walden Regional Sales Manager
 Contact Phone Number: 817-419-1768
 Signature: *Steve Walden* Steve Walden

<u>Bid Evaluation Criteria:</u>		Weighting Value
Description		
Cost Proposal		
Complete Bid Package Cost		70 Points
<i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>		
Technical Proposal		
Experience and Qualifications		15 Points
<i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>		
Compliance with Proposal Terms and Conditions		
Conformance with Bid Package Requirements		15 Points
<i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>		
	TOTAL	100 Points

ALFA LAVAL



Request For Proposal

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EW1-01.20
 PACKAGE DESCRIPTION: CENTRIFUGE
 PROPOSER'S COMPANY NAME: Alfa Laval, Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Four Hundred and Thirty-one Thousand Dollars
 In Figures: \$ 431,000.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 23,925.00	\$ 23,925.00
3	Division 46 - Dewatering Centrifuge	1	EA	\$ 407,075.00	\$ 407,075.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 431,000.00
4	Taxes (non-permanent material)			NOTE: No taxes are included in our bid	\$ -
TOTAL BASE PROPOSAL PRICE					\$ 431,000.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:		Duration Wks/Days			
Dewatering Centrifuge Submittal Development (from date of PO Execution):		8-12 weeks from fully executed PO			
Dewatering Centrifuge Fabrication & Delivery (from Approval of Submittals):		34-38 weeks from receipt of approved submittals and/or release to manufacture.			
SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		Initial	Date		
Addendum No. 1		BD	10/22/2024		
Addendum No. 2		BD	11/6/2024		
Addendum No. 3		BD	11/12/2024		
Addendum No. 4					
Addendum No. 5					
Addendum No. 6					
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		Initial	Date		
Bid Clarification No. 1					
Bid Clarification No. 2		BD	11/12/2024		
Bid Clarification No. 3					
Bid Clarification No. 4					
Bid Clarification No. 5					
Bid Clarification No. 6					
SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS					
Please list all Assumptions & Clarifications below (Add additional line items as necessary)					
1	See Alfa Laval's proposal No. 1165966 - Centrifuge for list of clarifications and exceptions				
2					
3					
4					
5					



Request For Proposal

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

NO

If NO- Please attach a **Request for Modifications/Sample Subcontract Markup** to this bid.

See Attached Request for Modifications/Sample Subcontract markup

Company Name: Alfa Laval, Inc.

Contact Name and Title: John Moccerro, Capital Sales Manager - Western Region

Contact Phone Number: Ken Medlin 832-683-7205

Signature: Ken Medlin
Ken Medlin, Director of Water 281-253-1353

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

EWP1-01.22 Package

» Recommendation Letter

» Package Comparison Chart

» Recommended Bidder
Bid Form





Work Package Recommendation

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Slide Gates | EWP1-01.22

PLW Project #: P5R

Enclosed is a recommendation for the selection of a supplier to provide services for the above-mentioned project. All bids have been evaluated, irregularities between proposals were clarified with bidders and factored into evaluation.

Please review the following documents and accept or decline the recommendation.

- Bid Tabulation and Comparison Charts (Comp Charts)
- Proposal documents for Recommended Bidder
- Bid Forms for additional bidders

Your acceptance of our recommendation will initiate the contract process with the named vendor. However, contracts would not be executed until the applicable GMP proposal pricing has been accepted by the City Council.

Thank you,

PLW Waterworks Project Team



Work Package Recommendation Narrative

Tomball South Wastewater Treatment Plant (TSWWTP) Expansion
Project

Slide Gates | EWP1-01.22

PLW Project #: P5R

Recommended Bidder: RW Gate

Thirteen (13) companies were solicited to bid this scope of work to furnish all Slide Gate material, equipment and accessories required.

Four (4) companies fully submitted a bid on time.

Bidder 1: RW Gate

The bidder was the lowest bidder, fulfilled all scope requirements and received the highest score on cost and considered tabulation.

Bidder 2: Fontaine-Aquanox

This bidder was the third lowest on cost and based on compliance with proposal terms and conditions and experience and qualifications, scored third on considered..... tabulation.

Bidder 3: Golden Harvest

This bidder was second lowest in cost, however, based on compliance with proposal terms and conditions and experience and qualifications, scored second on considered tabulation.

Bidder 4: Whipps, Inc.

This bidder was the highest in cost and based on compliance with proposal terms and conditions and experience and qualifications, scored fourth on considered tabulation.

We recommend proceeding with the bid proposal from RW Gate based on their quote and qualifications. We believe we will be able to come to terms and execute a contract with RW Gate for this package.

City of Tomball, Texas: South Wastewater Treatment Plant (TSWWTP) Expansion Project

Bid Package EWP1_01.22 - SLIDE GATES | Spec. Sec. 40 05 50

Bid Tabulation	BUDGETED		RW GATE		FONTAINE-AQUANOX		GOLDEN HARVEST		WHIPPS, INC		
			ENVIRONMENTAL IMPROVEMENTS		MUNICIPAL VALVE						
			Units	UOM	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price
Division 1 - General Conditions	1	LS		\$ -		\$ -	\$ 12,000.00	\$ 12,000.00		\$ -	\$ -
Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	1,500.00	\$ 1,500.00	6,764.00	\$ 6,764.00	3,400.00	\$ 3,400.00	8,000.00	\$ 8,000.00	\$ -
Division 40 - Fabricated Gates 12" x 12"	1	EA	7,540.00	\$ 7,540.00	5,367.00	\$ 5,367.00	6,800.00	\$ 6,800.00	11,169.00	\$ 11,169.00	\$ -
Division 40 - Fabricated Gates 24" x 18"	1	EA	8,122.00	\$ 8,122.00	5,727.00	\$ 5,727.00	8,800.00	\$ 8,800.00	11,664.00	\$ 11,664.00	\$ -
Division 40 - Fabricated Gates 24" x 24"	4	EA	8,033.25	\$ 32,133.00	7,783.00	\$ 31,132.00	9,600.00	\$ 38,400.00	13,065.00	\$ 52,260.00	\$ -
Division 40 - Fabricated Gates 26" x 26"	3	EA	8,127.66	\$ 24,383.00	7,818.00	\$ 24,383.00	9,000.00	\$ 27,000.00	12,671.67	\$ 38,015.00	\$ -
Division 40 - Fabricated Gates 36" x 36"	3	EA	10,570.66	\$ 31,712.00	9,572.00	\$ 31,712.00	13,200.00	\$ 39,600.00	15,341.00	\$ 46,023.00	\$ -
Division 40 - Fabricated Gates 42" x 42"	3	EA	11,140.00	\$ 33,420.00	12,086.33	\$ 36,258.99	13,600.00	\$ 40,800.00	17,771.67	\$ 53,315.00	\$ -
Division 40 - Fabricated Gates 72" x 36"	4	EA	19,997.25	\$ 79,989.00	19,714.00	\$ 78,856.00	15,800.00	\$ 63,200.00	19,513.50	\$ 78,054.00	\$ -
Division 40 - Portable Electric Operator	2	EA		\$ -	4,697.00	\$ 9,394.00		\$ -		\$ -	\$ -
Division 40 - Freight Charges	1	EA		\$ -	6,941.00	\$ 6,941.00		\$ -		\$ -	\$ -
Taxes (non-permanent material)				\$ -		\$ -		\$ -		\$ -	\$ -
Total: Base Bid				\$ 218,799.00		\$ 220,199.99		\$ 240,000.00		\$ 298,500.00	\$ -
Normalization	1	LS		\$ -		\$ -		\$ -		\$ 0	\$ -
Total: Base Bid + Normalization				\$ 218,799.00		\$ 220,199.99		\$ 240,000.00		\$ 298,500.00	\$ 0.00
Two (2) Portable Electric Operators (Per Specification 40 05 50 Par. 2.03 G)	2	EA		\$ -	11,245.00	\$ 22,490.00		\$ -		\$ -	\$ -
Total: Base Bid + Alternates				\$ 218,799.00		\$ 242,689.99		\$ 240,000.00		\$ 298,500.00	\$ 0.00
% Variance from Low Bid				0%		1%		9.69%		36.43%	0%
Slide Gate Submittal Development (from date of PO Execution)		WK		4-6 wks		3-4 wks		6 wks		5-7 wks	
Slide Gate Submittal Delivery (from Approval of Submittals)		WK		14-18 wks		12-14 wks		22 wks		24-28 wks	
Proposal Terms and Conditions:											
Agreed to PLW T&C		Y/N		N		Y		N		Y	
% MWBE Participation		%		0%		0%		0%		0%	
Qualification Forms Submitted		Y/N		N		Y		Y		Y	
Acknowledge Receipt of Addenda		Y/N		Y		Y		Y		Y	

Ranking Tabulation		1	2	3	4	5
Bid Item	Weight	RW GATE	FONTAINE-AQUANOX	GOLDEN HARVEST	WHIPPS, INC	0
Total Base Bid (Lowest Price/Evaluated Proposal Price) x Points Available = Score	70%	70.00	63.11	63.82	51.31	#DIV/0!
Experience and Qualifications	15%	12.00	15.00	12.00	15.00	
Compliance with Proposal Terms and Conditions (See list above)	15%	12.00	15.00	15.00	15.00	
Total Points	100%	94.00	93.11	90.82	81.31	#DIV/0!

Date of Recommendation:	12/10/24
Recommended Vendor	RW GATE
Contract Value:	\$218,799.00
Recommended By:	Triston Young, PLW Waterworks

ACCEPTANCE	
Freese & Nichols Murali Erat	12/20/24
City of Tomball David Esquivel	

RW GATE



Request For Proposal

11/18/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EW P1-01.22
 PACKAGE DESCRIPTION: SLIDE GATES
 PROPOSER'S COMPANY NAME: RW Gate Company

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: wo Hundred Eighteen Thousand Seven Hundred Ninety Nine Dolla
 In Figures: \$ \$218,799

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 1,500.00	\$ 1,500.00
3	Division 40 - Fabricated Gates 12" x 12"	1	EA	\$ 7,540.00	\$ 7,540.00
4	Division 40 - Fabricated Gates 24" x 18"	1	EA	\$ 8,122.00	\$ 8,122.00
5	Division 40 - Fabricated Gates 24" x 24"	4	EA	\$ 8,033.25	\$ 32,133.00
6	Division 40 - Fabricated Gates 26" x 26"	3	EA	\$ 8,127.66	\$ 24,383.00
7	Division 40 - Fabricated Gates 36" x 36"	3	EA	\$ 10,570.66	\$ 31,712.00
8	Division 40 - Fabricated Gates 42" x 42"	3	EA	\$ 11,140.00	\$ 33,420.00
9	Division 40 - Fabricated Gates 72" x 36"	4	EA	\$ 19,997.25	\$ 79,989.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 218,799.00
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 218,799.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1	Two (2) Portable Electric Operators (per Specification 40 05 50 Par. 2.03 G)	1	LS	\$ 11,245.00	\$ 22,490.00
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:	Duration	Wks/Days
Slide Gates Submittal Development (from date of PO Execution):	<u>4-6 weeks</u>	
Slide Gates Fabrication & Delivery (from Approval of Submittals):	<u>14-18 weeks</u>	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	JD	10/22/2024
Addendum No. 2	JD	11/6/2024
Addendum No. 3	JD	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		



Request For Proposal
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

11/18/2024

Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

1 tes are required to be pipe flange mounted: Flange attachments to be provided by others. Wall Pipe, if required, to be provided by others. We assume wall pipes will have a plain end that finishes flush with the ground.
 2') - If gates are required to be pipe flange mounted: Flange attachments to be provided by others. Wall Pipe, if required, to be provided by others. We assume wall pipes will have a plain end that finishes flush with the ground.
 3 inner (Item No. 09) - Flange attachments to be provided by others. Wall Pipe, if required, to be provided by others. We assume wall pipe will have a plain end that finishes flush with the ground.
 4 inner (Item No. 10) - Flange attachments to be provided by others. Wall Pipe, if required, to be provided by others. We assume wall pipe will have a plain end that finishes flush with the ground.
 5 PLEASE READ PROVIDED QUOTATION DOCUMENT (#QT01024329 rev 1) FOR FURTHER INFORMATION
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

YES

If NO- Please attach a [Request for Modifications/Sample Subcontract Markup](#) to this bid.

Company Name: RW Gate Company
 Contact Name and Title: Jake Dubay - Technical Sales Engineer
 Contact Phone Number: 518-874-4750 ext 145
 Signature: Jake Dubay

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

FONTAINE- AQUANOX



**Request For Proposal
Bid Form - Suppliers**

2024-11-18

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWP1-01.22
PACKAGE DESCRIPTION: SLIDE GATES
PROPOSER'S COMPANY NAME: Fontaine-Aquinox, a division of ISE Metal

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: two hundred thirty-two thousand six hundred ten
 In Figures: \$ 232,610.00

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services) (1 visit, 2 days on site)	1	LS	\$ 6 764.00	\$ 6 764.00
3	Division 40 - Fabricated Gates 12" x 12"	1	EA	\$ 5 367.00	\$ 5 367.00
4	Division 40 - Fabricated Gates 24" x 18"	1	EA	\$ 5 727.00	\$ 5 727.00
5	Division 40 - Fabricated Gates 24" x 24"	4	EA	\$ 7 783.00	\$ 31 132.00
6	Division 40 - Fabricated Gates 26" x 26"	3	EA	\$ 7 818.00	\$ 23 454.00
7	Division 40 - Fabricated Gates 36" x 36"	3	EA	\$ 9 572.00	\$ 28 716.00
8	Division 40 - Fabricated Gates 42" x 42"	3	EA	\$ 12 086.33	\$ 36 259.00
9	Division 40 - Fabricated Gates 72" x 36"	4	EA	\$ 19 714.00	\$ 78 856.00
10	Division 40 - Portable Electric Operator	2	EA	\$ 4 697.00	\$ 9 394.00
11	Division 40 - Freight Charges	1	EA	\$ 6 941.00	\$ 6 941.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 232 610.00
12	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 232 610.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE	
Identify the duration of the following schedule activities:	Duration Wks/Days
Slide Gates Submittal Development (from date of PO Execution):	<u>3-4 weeks</u>
Slide Gates Fabrication & Delivery (from Approval of Submittals):	<u>12-14 weeks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	ES	10/22/2024
Addendum No. 2	ES	11/6/2024
Addendum No. 3	ES	11/12/2024
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:	Initial	Date
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		

Bid Clarification No. 4
Bid Clarification No. 5
Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Note that gates, stop logs and stop plate frames cannot always be shipped 100% assembled and might require some field assembly. Stems need to be aligned, operators installed and long self contained gate frames (>10ft - 3m) assembled. This is part of gate installation and common to all manufacturers, per industry standards. Detailed instructions are available in our manuals available online.
- 2 Fontaine-Aquanox guide member has a design in which water loads are transferred through the assembly bolts.
- 3 Frame: The portion of the wall mounted guide, where the anchor bolt penetrates have a minimum thickness of 1/4-inch instead of 1/2-inch. We offer flange-back frames.
- 4 Stem Cover: We offer UV resistant clear PVC instead of lexan or butyrate.
- 5 Please note that the American Iron and Steel (AIS) requirement of projects funded by EPA's SRF do NOT apply to gates. Gates are mechanical equipment, and have been specifically excluded from the list of equipment covered by AIS requirements.
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.


The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

no

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Fontaine-Aquanox, a division of ISE Metal
 Contact Name and Title: Enrique Scoccimarro, Inside Sales Rep
 Contact Phone Number: 819-769-0157
 Signature: 

Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

GOLDEN HARVEST



**Request For Proposal
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/2024

PACKAGE NO.: EWP1-01.22
 PACKAGE DESCRIPTION: SLIDE GATES
 PROPOSER'S COMPANY NAME: Municipal Valve & Equipment

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Two Hundred Forty Thousand
 In Figures: \$ 240,000

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ 12,000.00	\$ 12,000.00
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 3,400.00	\$ 3,400.00
3	Division 40 - Fabricated Gates 12" x 12"	1	EA	\$ 6,800.00	\$ 6,800.00
4	Division 40 - Fabricated Gates 24" x 18"	1	EA	\$ 8,800.00	\$ 8,800.00
5	Division 40 - Fabricated Gates 24" x 24"	4	EA	\$ 9,600.00	\$ 38,400.00
6	Division 40 - Fabricated Gates 26" x 26"	3	EA	\$ 9,000.00	\$ 27,000.00
7	Division 40 - Fabricated Gates 36" x 36"	3	EA	\$ 13,200.00	\$ 39,600.00
8	Division 40 - Fabricated Gates 42" x 42"	3	EA	\$ 13,600.00	\$ 40,800.00
9	Division 40 - Fabricated Gates 72" x 36"	4	EA	\$ 15,800.00	\$ 63,200.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 240,000.00
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 240,000.00

SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -

SECTION 3 - SCHEDULE		
Identify the duration of the following schedule activities:		
Slide Gates Submittal Development (from date of PO Execution):	<u>6</u>	<u>Wks</u>
Slide Gates Fabrication & Delivery (from Approval of Submittals):	<u>22</u>	<u>Wks</u>

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		
Addendum No. 1	MW	15-Nov
Addendum No. 2	MW	15-Nov
Addendum No. 3	MW	15-Nov
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:		
Bid Clarification No. 1		
Bid Clarification No. 2		
Bid Clarification No. 3		
Bid Clarification No. 4		
Bid Clarification No. 5		

Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

- 1 Quote is valid for 30 days
- 2 Stainless steel anchor bolts are included, epoxy adhesive is by contractor
- 3 Startup Services Includes 1 Trip for 2 Days
- 4 Price does not include tariffs. If tariffs are imposed after bid date then we reserve the right to pass those costs on to the contractor.
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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

No

If NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Municipal Valve & Equipment
 Contact Name and Title: David McGoodwin
 Contact Phone Number: 972-248-2600
 Signature: *David M. Goodwin*

<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

WHIPPS, INC



Request For Proposal

11/18/2024

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

PACKAGE NO.: EWPI-01.22
 PACKAGE DESCRIPTION: SLIDE GATES
 PROPOSER'S COMPANY NAME: Whipps Inc.

The undersigned, having carefully examined the Proposal Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work and has included all costs associated therewith in the preparation of its Proposal.

TOTAL BASE PROPOSAL PRICE:

In Words: Two Hundred Ninety Eight Thousand Five Hundred
 In Figures: \$ 298,500

SECTION 1 - DIRECT COST					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Division 1 - General Conditions	1	LS	\$ -	\$ -
2	Division 1 - Startup & Commissioning, Testing, Training (Manufacturer's Services)	1	LS	\$ 8,000.00	\$ 8,000.00
3	Division 40 - Fabricated Gates 12" x 12"	1	EA	\$ 11,169.00	\$ 11,169.00
4	Division 40 - Fabricated Gates 24" x 18"	1	EA	\$ 11,664.00	\$ 11,664.00
5	Division 40 - Fabricated Gates 24" x 24"	4	EA	\$ 13,065.00	\$ 52,260.00
6	Division 40 - Fabricated Gates 26" x 26"	3	EA	\$ 12,671.67	\$ 38,015.00
7	Division 40 - Fabricated Gates 36" x 36"	3	EA	\$ 15,341.00	\$ 46,023.00
8	Division 40 - Fabricated Gates 42" x 42"	3	EA	\$ 17,771.67	\$ 53,315.00
9	Division 40 - Fabricated Gates 72" x 36"	4	EA	\$ 19,513.50	\$ 78,054.00
CONSTRUCTION BASE PRICE PROPOSAL TOTAL					\$ 298,500.00
10	Taxes (non-permanent material)				\$ -
TOTAL BASE PROPOSAL PRICE					\$ 298,500.00
SECTION 2 - ALTERNATES & VALUE ENGINEERING					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	COST
1		1	LS	\$ -	\$ -
2		1	LS	\$ -	\$ -
3		1	LS	\$ -	\$ -
4		1	LS	\$ -	\$ -
SECTION 3 - SCHEDULE					
Identify the duration of the following schedule activities:			Duration	Wks/Days	
Slide Gates Submittal Development (from date of PO Execution):			<u>5-7 Weeks</u>		
Slide Gates Fabrication & Delivery (from Approval of Submittals):			<u>24-28 Weeks</u>		
SECTION 4 - ADDENDA & BID CLARIFICATIONS					
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:			Initial	Date	
Addendum No. 1			GB	<u>11/18/24</u>	
Addendum No. 2			GB	<u>11/18/24</u>	
Addendum No. 3			GB	<u>11/18/24</u>	
Addendum No. 4					
Addendum No. 5					
Addendum No. 6					
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:			Initial	Date	
Bid Clarification No. 1					
Bid Clarification No. 2					
Bid Clarification No. 3					
Bid Clarification No. 4					
Bid Clarification No. 5					

Bid Clarification No. 6

SECTION 5 - ASSUMPTIONS AND CLARIFICATIONS

Please list all Assumptions & Clarifications below (Add additional line items as necessary)

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SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

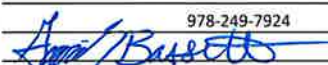
This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, the CMAR reserves the right to reject the Bid of any Bidder if the CMAR believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CMAR. In evaluating Bids, the CMAR will consider the qualifications of the Bidders, whether the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

PLW TERMS & CONDITIONS:

Agreed to PLW Terms and Conditions (yes or no):

 yes

IF NO- Please attach a Request for Modifications/Sample Subcontract Markup to this bid.

Company Name: Whipps Inc.
 Contact Name and Title: Garrick Bassett Sales Estimator
 Contact Phone Number: 978-249-7924
 Signature: 

<u>Bid Evaluation Criteria:</u>	<u>Weighting Value</u>
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and Schedule)</i>	15 Points
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

Exhibit A.3 Basis of Allowances



Basis of GMP 1 Allowance Summary

Item	Type	Source (Location/Package)	Company	Item Description	Cost
1.01	Equipment Finalization	EWP1-01.18	Netsch	Sludge feed pump controls	\$ 5,000.00
1.02	Equipment Finalization	Multiple	Multiple	Manufacturer's Field Services	\$ 25,000.00
2.01	Design Alternate	EWP1-01.03	Huber Technology	Second Coarse Screen	\$ 250,000.00
2.02	Design Alternate	EWP1-01.16	Andritz	Second Rotary Drum Thickeners	\$ 223,818.00
				Allowance Total	\$ 503,818.00

Section 2: Schedule

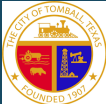


Exhibit B.1 Schedule Summary



**Tomball - South WWTP Expansion
Preconstruction Schedule**

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026								
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Tomball - South WWTP Expansion - Preconstruction - LIVE					331d	21-Jan-25	13-May-26																		
GMP1 Proposal					2d	21-Jan-25	23-Jan-25																		
A1540	Council Approval of GMP1	0d	21-Jan-25*																						
A1550	Execute GMP1 Contract	0d	22-Jan-25																						
A1560	GMP1 Construction Phase Notice to Proceed	0d	23-Jan-25																						
Construction Phase-1					340d	23-Jan-25	13-May-26																		
Early Work Packages (EWP)					340d	23-Jan-25	13-May-26																		
Purchasing					340d	23-Jan-25	13-May-26																		
EWP1_01.01_ Electrical Distribution Equipment Packages					340d	23-Jan-25	13-May-26																		
EWP1_01.01_Switchboards					340d	23-Jan-25	13-May-26																		
A1409	EWP1_01.01_Switchboards—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A1780	EWP1_01.01_Switchboards—Submittal Preparation and submission	50d	20-Feb-25	30-Apr-25																					
A2440	EWP1_01.01_Switchboards—Submittal Review and Approval	20d	01-May-25	28-May-25																					
A2450	EWP1_01.01_Switchboards—Fabrication and Delivery	250d	29-May-25	13-May-26																					
EWP1_01.01_Distribution Panelboards					210d	23-Jan-25	12-Nov-25																		
A8090	EWP1_01.01_Distribution Panelboards—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A8100	EWP1_01.01_Distribution Panelboards—Submittal Preparation and submission	20d	20-Feb-25	19-Mar-25																					
A8110	EWP1_01.01_Distribution Panelboards—Submittal Review and Approval	20d	20-Mar-25	16-Apr-25																					
A8120	EWP1_01.01_Distribution Panelboards—Fabrication and Delivery	150d	17-Apr-25	12-Nov-25																					
EWP1_01.01_MCCs					340d	23-Jan-25	13-May-26																		
A8130	EWP1_01.01_MCCs—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A8140	EWP1_01.01_MCCs—Submittal Preparation and submission	50d	20-Feb-25	30-Apr-25																					
A8150	EWP1_01.01_MCCs—Submittal Review and Approval	20d	01-May-25	28-May-25																					
A8160	EWP1_01.01_MCCs—Fabrication and Delivery	250d	29-May-25	13-May-26																					
EWP1_01.01_Industrial Control Panels					255d	23-Jan-25	14-Jan-26																		
A8170	EWP1_01.01_Industrial Control Panels—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A8180	EWP1_01.01_Industrial Control Panels—Submittal Preparation and submission	40d	20-Feb-25	16-Apr-25																					
A8190	EWP1_01.01_Industrial Control Panels—Submittal Review and Approval	20d	17-Apr-25	14-May-25																					
A8200	EWP1_01.01_Industrial Control Panels—Fabrication and Delivery	175d	15-May-25	14-Jan-26																					
EWP1_01.01_VFDs					290d	23-Jan-25	04-Mar-26																		
A8210	EWP1_01.01_VFDs—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A8220	EWP1_01.01_VFDs—Submittal Preparation and submission	50d	20-Feb-25	30-Apr-25																					
A8230	EWP1_01.01_VFDs—Submittal Review and Approval	20d	01-May-25	28-May-25																					
A8240	EWP1_01.01_VFDs—Fabrication and Delivery	200d	29-May-25	04-Mar-26																					
EWP1_01.03_Screening Equipment					220d	23-Jan-25	26-Nov-25																		
A7370	EWP1_01.03_Screening Equipment—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A7380	EWP1_01.03_Screening Equipment—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																					
A7390	EWP1_01.03_Screening Equipment—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																					
A7400	EWP1_01.03_Screening Equipment—Fabrication and Delivery	150d	01-May-25	26-Nov-25																					
EWP1_01.04_Submersible Pumps					150d	23-Jan-25	20-Aug-25																		
A7410	EWP1_01.04_Submersible Pumps—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A7420	EWP1_01.04_Submersible Pumps—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																					
A7430	EWP1_01.04_Submersible Pumps—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																					
A7440	EWP1_01.04_Submersible Pumps—Fabrication and Delivery	80d	01-May-25	20-Aug-25																					
EWP1_01.05_Fine Screens and Screening Washer Compactors					160d	23-Jan-25	03-Sep-25																		
A7450	EWP1_01.05_Fine Screens and Screening Washer Compactors—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																					
A7460	EWP1_01.05_Fine Screens and Screening Washer Compactors—Submittal Preparation and submission	20d	20-Feb-25	19-Mar-25																					
A7470	EWP1_01.05_Fine Screens and Screening Washer Compactors—Submittal Review and Approval	20d	20-Mar-25	16-Apr-25																					
A7480	EWP1_01.05_Fine Screens and Screening Washer Compactors—Fabrication and Delivery	100d	17-Apr-25	03-Sep-25																					

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

Tomball - South WWTP Expansion Preconstruction Schedule

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026											
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
					ov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
EWP1_01.06_Vortex Grit Removal System		270d	23-Jan-25	04-Feb-26																								
A7490	EWP1_01.06_Vortex Grit Removal System—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7500	EWP1_01.06_Vortex Grit Removal System—Submittal Preparation and submission	60d	20-Feb-25	14-May-25																								
A7510	EWP1_01.06_Vortex Grit Removal System—Submittal Review and Approval	20d	15-May-25	11-Jun-25																								
A7520	EWP1_01.06_Vortex Grit Removal System—Fabrication and Delivery	170d	12-Jun-25	04-Feb-26																								
EWP1_01.07_Fine Bubble Disc Diffusers		130d	23-Jan-25	23-Jul-25																								
A7530	EWP1_01.07_Fine Bubble Disc Diffusers—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7540	EWP1_01.07_Fine Bubble Disc Diffusers—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																								
A7550	EWP1_01.07_Fine Bubble Disc Diffusers—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																								
A7560	EWP1_01.07_Fine Bubble Disc Diffusers—Fabrication and Delivery	60d	01-May-25	23-Jul-25																								
EWP1_01.08_Submersible Mixers		150d	23-Jan-25	20-Aug-25																								
A7570	EWP1_01.08_Submersible Mixers—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7580	EWP1_01.08_Submersible Mixers—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																								
A7590	EWP1_01.08_Submersible Mixers—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																								
A7600	EWP1_01.08_Submersible Mixers—Fabrication and Delivery	80d	01-May-25	20-Aug-25																								
EWP1_01.09_Aeration Basin Blowers		210d	23-Jan-25	12-Nov-25																								
A7610	EWP1_01.09_Aeration Basin Blowers—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7620	EWP1_01.09_Aeration Basin Blowers—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																								
A7630	EWP1_01.09_Aeration Basin Blowers—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																								
A7640	EWP1_01.09_Aeration Basin Blowers—Fabrication and Delivery	140d	01-May-25	12-Nov-25																								
EWP1_01.10_Final Clarifiers Equipment		240d	23-Jan-25	24-Dec-25																								
EWP1_01.10_Circular Clarifier Sludge Collector		240d	23-Jan-25	24-Dec-25																								
A7650	EWP1_01.10_Circular Clarifier Sludge Collector—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7660	EWP1_01.10_Circular Clarifier Sludge Collector—Submittal Preparation and submission	60d	20-Feb-25	14-May-25																								
A7670	EWP1_01.10_Circular Clarifier Sludge Collector—Submittal Review and Approval	20d	15-May-25	11-Jun-25																								
A7680	EWP1_01.10_Circular Clarifier Sludge Collector—Fabrication and Delivery	140d	12-Jun-25	24-Dec-25																								
EWP1_01.10_FRP Weirs and Scum Baffels		240d	23-Jan-25	24-Dec-25																								
A8250	EWP1_01.10_FRP Weirs and Scum Baffels—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A8260	EWP1_01.10_FRP Weirs and Scum Baffels—Submittal Preparation and submission	60d	20-Feb-25	14-May-25																								
A8270	EWP1_01.10_FRP Weirs and Scum Baffels—Submittal Review and Approval	20d	15-May-25	11-Jun-25																								
A8280	EWP1_01.10_FRP Weirs and Scum Baffels—Fabrication and Delivery	140d	12-Jun-25	24-Dec-25																								
EWP1_01.11_Scum Pumps		140d	23-Jan-25	06-Aug-25																								
A7690	EWP1_01.11_Scum Pumps—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7700	EWP1_01.11_Scum Pumps—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																								
A7710	EWP1_01.11_Scum Pumps—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																								
A7720	EWP1_01.11_Scum Pumps—Fabrication and Delivery	70d	01-May-25	06-Aug-25																								
EWP1_01.12_RAS and WAS Pumps		105d	23-Jan-25	18-Jun-25																								
A7730	EWP1_01.12_RAS and WAS Pumps—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7740	EWP1_01.12_RAS and WAS Pumps—Submittal Preparation and submission	15d	20-Feb-25	12-Mar-25																								
A7750	EWP1_01.12_RAS and WAS Pumps—Submittal Review and Approval	20d	13-Mar-25	09-Apr-25																								
A7760	EWP1_01.12_RAS and WAS Pumps—Fabrication and Delivery	50d	10-Apr-25	18-Jun-25																								
EWP1_01.14_Automatic Backwash Disk Filters		210d	23-Jan-25	12-Nov-25																								
A7770	EWP1_01.14_Automatic Backwash Disk Filters—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7780	EWP1_01.14_Automatic Backwash Disk Filters—Submittal Preparation and submission	70d	20-Feb-25	28-May-25																								
A7790	EWP1_01.14_Automatic Backwash Disk Filters—Submittal Review and Approval	20d	29-May-25	25-Jun-25																								
A7800	EWP1_01.14_Automatic Backwash Disk Filters—Fabrication and Delivery	100d	26-Jun-25	12-Nov-25																								
EWP1_01.15_UV Systems		230d	23-Jan-25	10-Dec-25																								
A7810	EWP1_01.15_UV Systems—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A7820	EWP1_01.15_UV Systems—Submittal Preparation and submission	60d	20-Feb-25	14-May-25																								
A7830	EWP1_01.15_UV Systems—Submittal Review and Approval	20d	15-May-25	11-Jun-25																								

■ Remaining Level of Effort	■ Actual Work	■ Critical Remaining Work
■ Actual Level of Effort	■ Remaining Work	◆ Milestone

Date	Revision	Checked	
10-Dec-24	Preconstruction Schedule		Page 392

Section 3: Contract Documents

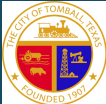
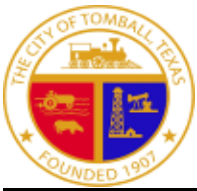


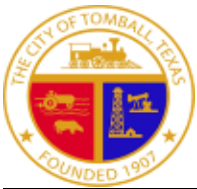
Exhibit C.1 List of Plans





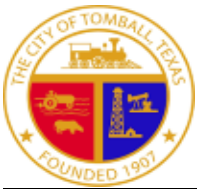
DRAWING LOG

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
GENERAL					
G-1	COVER SHEET	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-2	INDEX SHEET I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-3	INDEX SHEET II	2	10/22/2024	10/11/2024	ADDENDUM NO. 1
G-4	VICINITY MAP AND PROJECT LOCATION MAP	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-5	GENERAL NOTES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-6	STANDARD ABBREVIATIONS AND LEGEND I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-7	STANDARD ABBREVIATIONS AND LEGEND II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-8	EXISTING PROCESS FLOW DIAGRAM	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-9	PROPOSED PROCESS FLOW DIAGRAM	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-10	HYDRAULIC PROFILE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-S1	STRUCTURAL NOTES I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-S2	STRUCTURAL NOTES II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
G-A1	GENERAL NOTES & SYMBOLS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-A2	GENERAL NOTES, ADA/TAS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-A3	COARSE SCREEN DUMPSTER BUILDING LIFE SAFETY & CODE REVIEW	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-A4	AERATION BLOWER BUILDING LIFE SAFETY & CODE REVIEW	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-A5	ADMINISTRATION BUILDING LIFE SAFETY & CODE REVIEW	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-A6	MCC-D BUILDING LIFE SAFETY & CODE REVIEW	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-H1	HVAC NOTES, SYMBOLS & ABBREVIATIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
G-P1	PLUMBING NOTES, SYMBOLS, DETAILS, & SCHEDULES	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
SITE CIVIL					
C-1	EXISTING SITE AND DEMOLITION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-2	PROPOSED OVERALL SITE PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-3	ULTIMATE SITE UTILIZATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-4	SITE SURVEY CONTROL MAP 1 OF 2	0	7/13/2024	10/11/2024	EWP ISSUED FOR BID
C-5	SURVEY CONTROL MAP 2 OF 2	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
C-6	BORE LOCATION SITE PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-7	OVERALL YARD PIPING PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-8	CONTROL POINTS AND YARD PIPING PLAN I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-9	CONTROL POINTS AND YARD PIPING PLAN II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-10	CONTROL POINTS AND YARD PIPING PLAN III	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-11	CONTROL POINTS AND YARD PIPING PLAN IV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-12	CONTROL POINTS AND YARD PIPING PLAN V	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-13	CONTROL POINTS AND YARD PIPING PLAN VI	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-14	MAJOR YARD PIPING PROFILE I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-15	MAJOR YARD PIPING PROFILE II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-16	MAJOR YARD PIPING PROFILE III	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-17	MAJOR YARD PIPING PROFILE IV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-18	MAJOR YARD PIPING PROFILE V	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-19	MAJOR YARD PIPING PROFILE VI	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-20	MAJOR YARD PIPING PROFILE VII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-21	MAJOR YARD PIPING PROFILE VIII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-22	PIPE TRENCH DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-23	OVERALL PAVING PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-24	DETAILED PAVING PLAN (1 OF 4)	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-25	DETAILED PAVING PLAN (2 OF 4)	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-26	DETAILED PAVING PLAN (3 OF 4)	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-27	DETAILED PAVING PLAN (4 OF 4)	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-28	OVERALL GRADING PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-29	PAVING DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
C-30	CITY OF TOMBALL DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
COARSE SCREEN					
CRS-M1	LIFT STATION DEMOLITION PLAN	4	11/12/2024	10/11/2024	ADDENDUM NO. 3
CRS-M2	LIFT STATION DEMOLITION SECTION	2	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CRS-M3	COARSE SCREEN ISOMETRIC FRONT	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
CRS-M4	COARSE SCREEN ISOMETRIC BACK	1	11/12/2024	10/11/2024	ADDENDUM NO. 3
CRS-M5	COARSE SCREEN UPPER PLAN	1	11/12/2024	10/11/2024	ADDENDUM NO. 3
CRS-M6	COARSE SCREEN SECTIONS I	1	11/12/2024	10/11/2024	ADDENDUM NO. 3



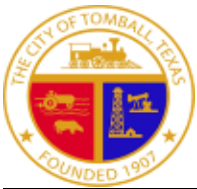
DRAWING LOG

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
CRS-M7	COARSE SCREEN SECTIONS II	1	11/12/2024	10/11/2024	ADDENDUM NO. 3
CRS-S1	COARSE SCREEN SECTIONAL PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CRS-S2	COARSE SCREEN TOP PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CRS-S3	COARSE SCREEN SECTION I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CRS-S4	COARSE SCREEN SECTION II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
COARSE SCREEN DUMPSTER BUILDING					
CDB-S1	COARSE SCREEN DUMPSTER BUILDING FOUNDATION AND ROOF FRAMING PLANS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CDB-S2	COARSE SCREEN DUMPSTER BUILDING SECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CDB-S3	COARSE SCREEN DUMPSTER BUILDING SECTIONS AND DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CDB-A1	COARSE SCREEN DUMPSTER BUILDING FLOOR, ROOF & REFLECTED CEILING PLANS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
CDB-A2	COARSE SCREEN DUMPSTER BUILDING ELEVATIONS AND SECTIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
CDB-A3	COARSE SCREEN DUMPSTER BUILDING WALL SECTIONS AND DETAILS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
CDB-A4	COARSE SCREEN DUMPSTER BUILDING DETAIL	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
CDB-H1	COARSE SCREEN DUMPSTER BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
CDB-P1	COARSE SCREEN DUMPSTER BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
INFLUENT LIFT STATION					
ILS-M1	INFLUENT LIFT STATION ISOMETRIC	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ILS-M2	INFLUENT LIFT STATION UPPER PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ILS-M3	INFLUENT LIFT STATION LOWER PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ILS-M4	INFLUENT LIFT STATION SECTIONS I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ILS-M5	INFLUENT LIFT STATION SECTIONS II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ILS-S1	INFLUENT LIFT STATION SECTIONAL AND TOP PLANS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ILS-S2	INFLUENT LIFT STATION CANOPY FRAMING PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ILS-S3	INFLUENT LIFT STATIONS SECTIONS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ILS-S4	INFLUENT LIFT STATIONS SECTIONS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ILS-S5	INFLUENT LIFT STATION SECTIONS AND DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HEADWORKS					
HDW-D1	HEADWORKS DEMOLITION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-D2	HEADWORKS DEMOLITION PLAN II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M1	HEADWORKS ISOMETRIC I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M2	HEADWORKS ISOMETRIC II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M3	HEADWORKS UPPER PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M4	HEADWORKS LOWER PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M5	HEADWORKS SECTIONS I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M6	HEADWORKS SECTIONS II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-M7	HEADWORKS SECTIONS III	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S1	HEADWORKS FOUNDATION PLAN AND SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S2	HEADWORKS SECTIONAL PLAN AND SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S3	HEADWORKS TOP PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S4	HEADWORKS ENLARGED PLANS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S5	HEADWORKS SECTIONS AND DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S6	HEADWORKS SECTIONS AND DETAILS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S7	HEADWORKS SECTIONS AND DETAILS III	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S8	HEADWORKS SECTIONS AND DETAILS IV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HEADWORKS DUMPSTER CANOPY					
HDW-S1	HEADWORKS DUMPSTER CANOPY FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S2	HEADWORKS DUMPSTER CANOPY ROOF FRAMING PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
HDW-S3	HEADWORKS DUMPSTER CANOPY SECTIONS AND DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SPLITTER BOX					
SBX-M1	SPLITTER BOX ISOMETRIC	0	6/3/2024	10/11/2024	EWP ISSUED FOR BID
SBX-M2	SPLITTER BOX PLAN AND SECTION	0	6/3/2024	10/11/2024	EWP ISSUED FOR BID
SBX-S1	SPLITTER BOX FOUNDATION AND TOP PLANS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SBX-S2	SPLITTER BOX SECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SBX-S3	SPLITTER BOX ELEVATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AERATION BASINS					
AER-M1	AERATION BASINS ISOMETRIC I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
AER-M2	AERATION BASINS ISOMETRIC II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
AER-M3	AERATION BASINS BASE PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
AER-M4	AERATION BASINS SECTIONS I	0	8/9/2024	10/11/2024	EWP ISSU



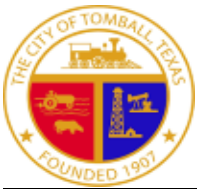
DRAWING LOG

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
AER-M5	AERATION BASINS SECTIONS II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
AER-S1	AERATION BASINS FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S2	AERATION BASINS TOP PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S3	AERATION BASINS SECTIONS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S4	AERATION BASINS SECTIONS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S5	AERATION BASINS SECTIONS AND DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S6	AERATION BASINS SECTIONS AND DETAILS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S7	AERATION BASINS SECTIONS AND DETAILS III	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AER-S8	AERATION BASINS SECTIONS AND DETAILS IV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
AERATION BASIN BLOWER BUILDING					
ABB-M1	AERATION BLOWER BUILDING ISOMETRIC	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ABB-M2	AERATION BLOWER BUILDING FLOOR PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ABB-M3	AERATION BLOWER BUILDING SECTIONS I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
ABB-S1	AERATION BLOWER BUILDING FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ABB-S2	AERATION BLOWER BUILDING SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ABB-A1	AERATION BLOWER BUILDING FLOOR, REFLECTED CEILING & ROOF PLANS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ABB-A2	AERATION BLOWER BUILDING ELEVATIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ABB-A3	AERATION BLOWER BUILDING SECTIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ABB-A4	AERATION BLOWER BUILDING WALL SECTIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ABB-H1	AERATION BLOWER BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
FINAL CLARIFIERS NO. 3 AND 4					
FNC-M1	FINAL CLARIFIERS ISOMETRIC	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
FNC-M2	FINAL CLARIFIERS NO. 3 PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
FNC-M3	FINAL CLARIFIERS NO. 4 PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
FNC-M4	FINAL CLARIFIERS SECTION I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
FNC-M5	FINAL CLARIFIERS SECTIONS AND DETAILS	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
FNC-S1	FINAL CLARIFIERS NO. 3 & 4 SECTIONS AND DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
FNC-S2	FINAL CLARIFIERS NO. 3 & 4 SECTIONS AND DETAILS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SCUM PUMP STATION NO. 2					
SPS-M1	SCUM PUMP STATION NO. 2 ISOMETRIC	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
SPS-M2	SCUM PUMP STATION NO. 2 FLOOR PLANS AND SECTIONS	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
SPS-S1	SCUM PUMP STATION FOUNDATION AND TOP PLANS AND SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
RAS/WAS PUMP STATIONS					
RPS-M1	RAS/WAS PUMP STATION NO. 1 ISOMETRIC	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
RPS-M2	RAS/WAS PUMP STATION NO. 1 PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
RPS-M3	RAS/WAS PUMP STATION NO. 1 SECTIONS	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
RPS-M4	RAS/WAS PUMP STATION NO. 2 ISOMETRIC	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
RPS-M5	RAS/WAS PUMP STATION NO. 2 FLOOR PLAN	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
RPS-M6	RAS/WAS PUMP STATION NO. 2 SECTIONS	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
RPS-S1	RAS/WAS PUMP STATION NO. 1 FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
RPS-S2	RAS/WAS PUMP STATION NO. 1 SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
RPS-S3	RAS/WAS PUMP STATION NO. 2 FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
RPS-S4	RAS/WAS PUMP STATION NO. 2 SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
TERTIARY FILTERS					
FIL-M1	FILTERS ISOMETRIC FRONT	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
FIL-M2	FILTERS ISOMETRIC BACK	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
FIL-M3	FILTERS FLOOR PLAN	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
FIL-M4	FILTERS SECTIONS I	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
FIL-M5	FILTERS SECTIONS II	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
FIL-S1	FILTERS FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
FIL-S2	FILTERS SECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
UV DISINFECTION					
UVD-M1	UVD DISINFECTION ISOMETRIC FRONT	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
UVD-M2	UVD DISINFECTION ISOMETRIC BACK	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
UVD-M3	UVD DISINFECTION FLOOR PLANS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
UVD-M4	UVD DISINFECTION SECTION I	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
UVD-M5	UVD DISINFECTION SECTION II	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
UVD-S1	UVD DISINFECTION OVERALL FOUNDATION PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
UVD-S2	UVD DISINFECTION T/STRUCTURE PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



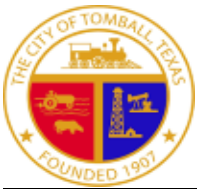
DRAWING LOG

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
UVD-S3	UVD DISINFECTION SECTIONS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
UVD-S4	UVD DISINFECTION SECTIONS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
UVD-S5	UVD DISINFECTION SECTIONS AND DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ROTARY DRUM THICKENERS					
TNR-D1	MECHANICAL THICKENER DEMOLITION	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
TNR-M1	THICKENER ISOMETRIC	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
TNR-M2	THICKENER UPPER PLAN	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
TNR-M3	THICKENER LOWER PLAN	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
TNR-M4	THICKENER CEILING PLAN	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
TNR-M5	THICKENER SECTIONS I	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
TNR-M6	THICKENER SECTIONS II	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
TNR-S1	THICKENER FOUNDATION PLAN AND SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
TNR-S2	THICKENER TOP PLAN AND SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
TNR-S3	THICKENER SECTIONS AND DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DEWATERING BUILDING MODIFICATIONS					
DWB-D1	CENTRIFUGE DEMOLITION	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
DWB-M1	DEWATERING BUILDING CENTRIFUGE ISOMETRIC	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
DWB-M2	DEWATERING BUILDING CENTRIFUGE PLAN	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
DWB-M3	DEWATERING BUILDING CENTRIFUGE SECTION I	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
DWB-M4	DEWATERING BUILDING CENTRIFUGE SECTION II	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
DWB-M5	DEWATERING BUILDING CENTRIFUGE SECTION III	0	5/31/2024	10/11/2024	EWP ISSUED FOR BID
DWB-M6	SLUDGE FEED PUMPS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
DWB-S1	DEWATERING BUILDING FOUNDATION PLAN AND SECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DWB-H1	DEWATERING BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
VACUUM TRUCK RECEIVING STATION					
VRS-S1	RECEIVING STATION PLAN AND SECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
MCC-D BUILDING					
MCD-S1	MCD-D BUILDING FOUNDATION PLAN & BUILDING SECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
MCD-A1	MCD-D BUILDING FLOOR & ROOF PLANS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
MCD-A2	MCD-D BUILDING EXTERIOR ELEVATIONS & SECTIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
MCD-A3	MCD-D BUILDING WALL SECTIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
MCD-H1	MCD-D BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADMINISTRATION BUILDING					
ADB-S1	ADMINISTRATION BUILDING TOP PLAN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ADB-S2	ADMINISTRATION BUILDING SECTIONS AND DETAILS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ADB-A1	ADMINISTRATION BUILDING DEMOLITION PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-A2	ADMINISTRATION BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-A3	ADMINISTRATION BUILDING REFLECTED CEILING AND ROOF PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-A4	ADMINISTRATION BUILDING EXTERIOR ELEVATIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-A5	ADMINISTRATION BUILDING BUILDING SECTIONS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-A6	ADMINISTRATION BUILDING ARCHITECTURAL DETAILS	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-H1	ADMINISTRATION BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
ADB-P1	ADMINISTRATION BUILDING FLOOR PLAN	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
PROCESS & INSTRUMENTATION DIAGRAMS					
PI-1	LEGEND I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-2	LEGEND II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-3	COARSE SCREEN	3	11/12/2024	10/11/2024	ADDENDUM NO. 3
PI-4	LIFT STATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-5	HEADWORKS	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
PI-6	GRIT REMOVAL	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
PI-7	AERATION BASIN	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-8	BLOWER BUILDING	3	11/12/2024	10/11/2024	ADDENDUM NO. 3
PI-9	EXISTING CLARIFIERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-10	PROPOSED CLARIFIERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-11	RAS/WAS PUMP STATION NO. 1	3	11/12/2024	10/11/2024	ADDENDUM NO. 3
PI-12	RAS/WAS PUMP STATION NO. 2	3	11/12/2024	10/11/2024	ADDENDUM NO. 3
PI-13	FILTERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-14	UV DISINFECTION SYSTEM	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-15	ROTARY DRUM THICKENERS	3	11/12/2024	10/11/2024	ADDENDUM NO. 3



DRAWING LOG

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
PI-16	AEROBIC DIGESTERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-17	CENTRIFUGE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-18	SOUTH WWTP EXPANSION GENERATOR	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
PI-19	SCADA ARCHITECTURE DIAGRAM	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
ELECTRICAL					
E-1	LEGEND I	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-2	LEGEND II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-4	SITE PLAN	1	10/22/2024	10/11/2024	ADDENDUM NO. 1
E-26	SWG1 DEMOLITION ONE-LINE DIAGRAM	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-27	MCCA DEMOLITION ONE-LINE DIAGRAM	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-28	MCCB DEMOLITION ONE-LINE DIAGRAM	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-29	MCCC DEMOLITION ONE-LINE DIAGRAM	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-30	MCCD DEMOLITION ONE-LINE DIAGRAM	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-31	MCCE DEMOLITION ONE-LINE DIAGRAM	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-32	DEMOLITION ONE-LINE DIAGRAM	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-33	EXISTING MCC ONE-LINE DIAGRAMS	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-34	EXISTING MCCF ONE-LINE DIAGRAM	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-35	PROPOSED MCCD ONE-LINE DIAGRAM	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-36	PROPOSED MCCE ONE-LINE DIAGRAM	3	11/12/2024	10/11/2024	ADDENDUM NO. 3
E-37	PROPOSED MCCG ONE-LINE DIAGRAM	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-38	CONTROL SCHEMATICS I	2	11/6/2024	10/11/2024	ADDENDUM NO. 2
E-39	CONTROL SCHEMATICS II	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-40	CONTROL SCHEMATICS III	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-41	CONTROL SCHEMATICS IV	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-42	CONTROL SCHEMATICS V	0	8/9/2024	10/11/2024	EWP ISSUED FOR BID
E-43	INTERCONNECTION DIAGRAM III	1	10/22/2024	10/11/2024	ADDENDUM NO. 1
E-44	DUCT BANK DETAILS	1	10/22/2024	10/11/2024	ADDENDUM NO. 1
E-45	PANELBOARD SCHEDULES	1	10/22/2024	10/11/2024	ADDENDUM NO. 1
E-46	DETAILS 1	1	10/22/2024	10/11/2024	ADDENDUM NO. 1
E-47	DETAILS 1I	?	8/9/2024	10/11/2024	EWP ISSUED FOR BID
STANDARD DETAILS					
SD-M1	STANDARD PROCESSES MECHANICAL DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M2	STANDARD PROCESSES MECHANICAL DETAILS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M3	STANDARD PROCESSES MECHANICAL DETAILS III	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M4	STANDARD PROCESSES MECHANICAL DETAILS IV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M5	STANDARD PROCESSES MECHANICAL DETAILS V	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M6	STANDARD PROCESSES MECHANICAL DETAILS VI	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M7	STANDARD PROCESSES MECHANICAL DETAILS VII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M8	STANDARD PROCESSES MECHANICAL DETAILS VIII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M9	STANDARD PROCESSES MECHANICAL DETAILS IX	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M10	STANDARD PROCESSES MECHANICAL DETAILS X	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M11	STANDARD PROCESSES MECHANICAL DETAILS XI	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M12	STANDARD PROCESSES MECHANICAL DETAILS XII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M13	STANDARD PROCESSES MECHANICAL DETAILS XIII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M14	STANDARD PROCESSES MECHANICAL DETAILS XIV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M15	STANDARD PROCESSES MECHANICAL DETAILS XV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M16	STANDARD PROCESSES MECHANICAL DETAILS XVI	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M17	STANDARD PROCESSES MECHANICAL DETAILS XVII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M18	STANDARD PROCESSES MECHANICAL DETAILS XVIII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M19	STANDARD PROCESSES MECHANICAL DETAILS XIX	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M20	STANDARD PROCESSES MECHANICAL DETAILS XX	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M21	STANDARD PROCESSES MECHANICAL DETAILS XXI	1	10/22/2024	10/11/2024	ADDENDUM NO. 1
SD-M22	STANDARD PROCESSES MECHANICAL DETAILS XXII	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-M23	STANDARD PROCESSES MECHANICAL DETAILS AIR AND NPW PIPE SUPPORTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-S1	STANDARD STRUCTURAL DETAILS I	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-S2	STANDARD STRUCTURAL DETAILS II	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-S3	STANDARD STRUCTURAL DETAILS III	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-S4	STANDARD STRUCTURAL DETAILS IV	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
SD-A1	ARCHITECTURE AERATION BASIN BLOWER BUILDING DOOR & FRAME SCHEDULE	0	9/20/2024	10/11/2024	EWP ISSU



DRAWING LOG

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Current Drawing No.	Current Drawing Title	Rev	Drawing Date	Received Date	Set Name
SD-A2	ARCHITECTURE AERATION BASIN BLOWER BUILDING FINISH SCHEDULE	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
SD-A3	ARCHITECTURE AERATION BASIN BLOWER BUILDING DETAILS II	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
SD-H1	HVAC DETAILS I	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
SD-H2	HVAC DETAILS II	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID
SD-H3	HVAC SCHEDULES	0	9/20/2024	10/11/2024	EWP ISSUED FOR BID

Exhibit C.2 List of Specifications





SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS					
00 01 10	TABLE OF CONTENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
00 52 36	CMAR CONSTRUCTION PHASE AGREEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR625	CERTIFICATE OF SUBSTANTIAL COMPLETION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR626	NOTICE OF ACCEPTABILITY	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR700	GENERAL CONDITIONS OF THE CMAR CONTRACT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR940	WORK CHANGE DIRECTIVE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR941	CHANGE ORDER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR942	FIELD ORDER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR943	CONTRACT AMENDMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 01 - GENERAL REQUIREMENTS					
01 11 00	SUMMARY OF WORK	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 23 10	ALTERNATES AND ALLOWANCES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 26 00	CHANGE MANAGEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 29 00	APPLICATION FOR PAYMENT PROCEDURES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 29 01	MEASUREMENT AND BASIS FOR PAYMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 31 13	PROJECT ADMINISTRATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 31 13.13	FORMS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 00	DOCUMENT MANAGEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 01	DOCUMENT REGISTER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 02	SHOP DRAWINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 03	PRODUCT DATA	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 04	OPERATION AND MAINTENANCE DATA	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 05	CONSTRUCTION PROGRESS SCHEDULE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 06	GRAPHIC DOCUMENTATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 40 00	QUALITY MANAGEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
04 40 01	IBC SPECIAL INSPECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 57 00	TEMPORARY CONTROLS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 57 23	TEMPORARY STORMWATER POLLUTION CONTROL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 60 00	PRODUCT REQUIREMENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 64 00	MANUFACTURER'S SERVICES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 73 29	CUTTING AND PATCHING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS					
00 01 10	TABLE OF CONTENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
00 52 36	CMAR CONSTRUCTION PHASE AGREEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR625	CERTIFICATE OF SUBSTANTIAL COMPLETION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR626	NOTICE OF ACCEPTABILITY	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR700	GENERAL CONDITIONS OF THE CMAR CONTRACT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR940	WORK CHANGE DIRECTIVE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR941	CHANGE ORDER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR942	FIELD ORDER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
CMAR943	CONTRACT AMENDMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 01 - GENERAL REQUIREMENTS					
01 11 00	SUMMARY OF WORK	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 23 10	ALTERNATES AND ALLOWANCES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 26 00	CHANGE MANAGEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 29 00	APPLICATION FOR PAYMENT PROCEDURES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 29 01	MEASUREMENT AND BASIS FOR PAYMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 31 13	PROJECT ADMINISTRATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 31 13.13	FORMS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 00	DOCUMENT MANAGEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 01	DOCUMENT REGISTER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 02	SHOP DRAWINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 03	PRODUCT DATA	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 04	OPERATION AND MAINTENANCE DATA	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 05	CONSTRUCTION PROGRESS SCHEDULE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 33 06	GRAPHIC DOCUMENTATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 40 00	QUALITY MANAGEMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
04 40 01	IBC SPECIAL INSPECTIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 57 00	TEMPORARY CONTROLS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 57 23	TEMPORARY STORMWATER POLLUTION CONTROL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 60 00	PRODUCT REQUIREMENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 64 00	MANUFACTURER'S SERVICES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 73 29	CUTTING AND PATCHING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
01 74 23	FINAL CLEANING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 75 00	STARTING AND ADJUSTING	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
01 78 36	WARRANTIES AND SERVICE AGREEMENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 79 00	TRAINING OF OPERATION AND MAINTENANCE PERSONNEL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 02 - EXISTING CONDITIONS					
02 41 00	DEMOLITION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
01 96 00	TEMPORARY BYPASS PUMPING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 03 - CONCRETE					
03 11 00	CONCRETE FORMING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
03 21 00	REINFORCING STEEL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
03 30 00	CAST-IN-PLACE CONCRETE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 05 - METALS					
05 05 13	GALVANIZING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
05 50 00	METAL FABRICATIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
05 51 00	METAL STAIRS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
05 52 13	PIPE AND TUBING RAILINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
05 53 00	METAL GRATINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES					
06 10 00	ROUGH CARPENTRY	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
06 16 00	SHEATHING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 07 - THERMAL AND MOISTURE PROTECTION					
07 21 00	THERMAL INSULATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
07 27 26	FLUID-APPLIED MEMBRANE AIR BARRIER	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
07 41 13	METAL ROOF PANELS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
07 42 13	METAL WALL PANELS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
07 62 00	SHEET METAL FLASHING AND TRIM	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
07 92 00	JOINT SEALANTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 08 - OPENINGS					
08 11 13	HOLLOW METAL DOORS AND FRAMES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
08 16 13	FIBERGLASS REINFORCED POLYESTER (FRP) DOORS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
08 31 13	ACCESS DOORS AND FRAMES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
08 33 23	OVERHEAD COILING ALUMINUM DOORS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
08 51 13	ALUMINUM WINDOWS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
08 71 00	DOOR HARDWARE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
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Number	Description	Rev	Issued Date	Received Date	Set
08 80 00	GLAZING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
08 90 00	LOUVERS AND VENTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 09 - FINISHES					
09 22 16	NON-STRUCTURAL METAL FRAMING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
09 29 00	GYPSUM BOARD	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
09 51 13	ACOUSTICAL PANEL CEILINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
09 65 13	RESILIENT WALL BASE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
09 91 00	PAINTING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
09 96 00.01	HIGH PERFORMANCE COATINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
09 96 01	CONCRETE PROTECTIVE COATINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 10 - SPECIALTIES					
10 14 00	SIGNAGE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
10 26 00	WALL AND DOOR PROTECTION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
10 44 01	FIRE EXTINGUISHERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 13 - SPECIAL CONSTRUCTION					
13 34 19	METAL BUILDING SYSTEMS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 14 - CONVEYING EQUIPMENT					
14 95 00	WINCHES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 22 - PLUMBING					
22 00 01	PLUMBING SYSTEMS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING					
23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 01 30.51	HVAC AIR-DISTRIBUTION SYSTEM CLEANING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 05 63	COATINGS FOR HVAC DUCTS AND EQUIPMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 07 13	DUCT INSULATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 31 13	METAL DUCTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 33 00	AIR DUCT ACCESSORIES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 81 13	PACKAGED WALL-MOUNT AIR CONDITIONING UNITS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
23 81 26	SPLIT SYSTEM AIR-CONDITIONERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
DIVISION 26 - ELECTRICAL					
26 23 13	LOW VOLTAGE DISTRIBUTION TRANSFORMERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
26 24 13	SWITCHBOARDS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
26 24 16	PANELBOARDS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
26 24 16.01	DISTRIBUTION PANELBOARDS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
26 24 19	LOW VOLTAGE MOTOR CENTERS (MCCs)	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
26 29 13.19	INDUSTRIAL CONTROL PANELS	1	11/6/2024	11/6/2024	ADDENDUM NO. 2
26 26 23.11	VARIABLE FREQUENCY DRIVES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
26 32 13	ENGINE GENERATORS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 31 - EARTHWORK					
31 23 10	STRUCTURAL EXCAVATION AND BACKFILL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
31 23 23.24	FLOWABLE FILL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
31 23 33	TRENCHING AND BACKFILLING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
31 23 36	TRENCH SAFETY	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
31 64 50	CASSION FOR LIFT STATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
31 73 00	CASSION GROUT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 33 - UTILITIES					
33 01 01	PLANT PIPING - GENERAL	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
33 01 02	PIPING SPECIALTIES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
33 01 03	SUPPORTS AND HANGERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
33 05 01.02	DUCTILE IRON PIPE AND FITTINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
33 05 01.09	POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
33 05 01.13	SANITARY SEWER PIPE (PVC)	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
33 05 05.31	HYDROSTATIC TESTING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 40 - PROGRESS INTEGRATION					
40 05 23	STAINLESS STEEL PIPE AND FITTINGS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 05 43	MISCELLANEOUS VALVES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 05 50	FABRICATED GATES	1	10/22/2024	10/22/2024	ADDENDUM NO. 1
40 05 61	GATE VALVES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 05 62	ECCENTRIC PLUG VALVES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 05 64	BUTTERFLY VALVES	1	10/22/2024	10/22/2024	ADDENDUM NO. 1
40 05 65.23	SWING CHECK VALVES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 05 78	AIR RELEASE AND AIR AND VACUUM VALCES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 05 97	IDENTIFICATION FOR PROCESS PIPING AND EQUIPMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 61 13	PROCESS CONTROL SYSTEM GENERAL PROVISIONS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
40 61 21	PROCESS CONTROL SYSTEM TESTING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 61 26	PROCESS CONTROL SYSTEM TRAINING	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 61 93.01	PROCESS CONTROL SYSTEM INPUT/OUTPUT LIST	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
40 61 96.02	PROCESS CONTROL NARRATIVE - INFLUENT LIFT STATION	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 62 13	SERVER COMPUTERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 62 16	OPERATOR WORKSTATION COMPUTERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 62 43	LARGE DISPLAY SCREENS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 62 63	OPERATOR INTERFACE TERMINALS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 63 43	PROGRAMMERABLE LOGIC CONTROLLERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 66 13	SWITCHES AND ROUTERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 66 19	MEDIA CONVERTERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 66 33	METALLIC AND FIBER OPTIC COMMUNICATION CABLING AND CONNECTORS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 67 00	CONTROL PANELS AND HARDWARE	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
40 67 23	CONTROL SYSTEM CONSOLES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 68 13	PROCESS CONTROL HMI SOFTWARE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 68 63	CONFIGURATION OF HMI SOFTWARE	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 70 00.01	INSTRUMENTATION LIST	0	11/12/2024	11/12/2024	ADDENDUM NO. 3
40 71 13	MAGNETIC FLOW MEASUREMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 71 66	TRANSIT TIME FLOW METERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 71 69	PARSHALL FLUME	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 71 76	THERMAL FLOW METERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 72 00	LEVEL MEASUREMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 73 00	PRESSURE MEASUREMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 73 13	PRESSURE GAUGES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 75 43	DISSOLVED OXYGEN ANALYZERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
40 90 01.01	INSTRUMENTATION LIST	0	11/12/2024	11/12/2024	ADDENDUM NO. 3
DIVISION 41 - MATERIAL PROCESSING & HANDLING EQUIPMENT					
41 22 23.26	TROLLEY HOISTS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 43 - PROCESS GAS AND LIQUID HANDLING					
43 11 17	MULTI-STAGE CENTRIFUGAL BLOWERS	1	11/6/2024	11/6/2024	ADDENDUM NO. 3
43 11 33	ROTARY LOBE POSITIVE DISPLACEMENT BLOWERS	1	11/6/2024	11/6/2024	ADDENDUM NO. 3
DIVISION 44 - POLLUTION AND WAST CONTROL EQUIPMENT					
44 42 56.04	SOLIDS HANDLING SUBMERSIBLE PUMPS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
44 42 56.05	SUBMERSIBLE CHOPPER PUMPS	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
44 42 56.13	PROGRESSING CAVITY PUMPS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID



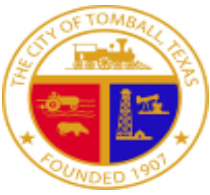
SPECIFICATIONS

City of Tomball
South Wastewater Treatment Plant (TSWWTP)
Expansion Project

Number	Description	Rev	Issued Date	Received Date	Set
44 42 56.14	ROTARY LOBE PUMPS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
44 42 66.13	FRP WEIRS AND SCUM BAFFLES	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
DIVISION 46 - WATER AND WASTEWATER EQUIPMENT					
46 21 13	CHAIN AND RAKE BAR SCREEN	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
46 21 53	PERFORATED PLATE SCREENS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
46 21 73	SCREENINGS WASHING AND COMPACTING EQUIPMENT	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
46 23 23	VORTEX GRIT REMOVAL EQUIPMENT	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
46 33 33	POLYMER BLENDING AND FEED EQUIPMENT	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
46 41 23	SUBMERSIBLE MECHANICAL MIXERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
46 43 21	CIRCULAR CLARIFIER SLUDGE COLLECTORS	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
46 51 33	MEMBRANE DISC DIFFUSERS	0	10/11/2024	10/11/2024	EWP ISSUED FOR BID
46 61 41	AUTOMATIC BACKWASH DISC FILTERS	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
46 66 56	UV DISINFECTION SYSTEM	1	10/22/2024	10/22/2024	ADDENDUM NO. 1
46 71 33	ROTARY DRUM THICKENERS	1	11/12/2024	11/12/2024	ADDENDUM NO. 3
46 76 33	DEWATERIING CENTRIFUGE	1	11/12/2024	11/12/2024	ADDENDUM NO. 3

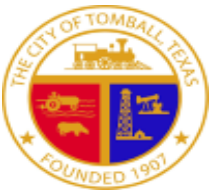
Exhibit C.3 Assumptions and Clarifications





GMP 1 Assumptions and Clarifications

Type	Source (Location/Package)	GMP 1 Description
General	General	Natural Gas Generators will be supplied by the City.
General	General	Schedule included in proposal only includes activities through the fabrication and delivery of GMP1 equipment, based on lead times provided in supplier bid proposals.
Process Equipment	EWP1-01.04	Spec. Sec. 44 42 56.04, 1.04, D, Qty (4) NP-3171-095 Pump Tags (SP-ILS-01, SP-ILS-02, SP-ILS-03, SP-ILS-04) for Tomball EWP LS can meet 2B acceptance at 1,160 @59' TDH. pump will not meet 1U acceptance.
Process Equipment	EWP1-01.04	Spec. Sec. 44 42 56.04, 1.04, D, Qty (4) NP-3301.095- Pump Tags (SP-ILS-05, SP-ILS-06,) for Tomball EWP LS can meet 1B acceptance at 3,270 @75' TDH. pump will not meet 1U acceptance.
Process Equipment	EWP1-01.04	Spec. Sec. 44 42 56.04, 2.03, H- cooling jacket is self-contained and does not have provisions for external cooling and flushing
Process Equipment	EWP1-01.05	Spec. Sec. 26 29 23.11, 1.06, A, calls for a 3-year warranty on the VFD. Please note that Headworks has offered a 1-year warranty for the Screen Compactor Panel per the equipment section.
Process Equipment	EWP1-01.05	Exception: Per 46 21 53, 2.03, D, 4, a, 1, a sunshield is specified for the NEMA 7-rated local control station. Please note that Headworks is taking exception to this requirement, as the NEMA 7 enclosure is inherently designed for hazardous environments and does not require additional protection
Process Equipment	EWP1-01.05	Exception: 26 29 23.11, 1.01, B. VFDs are specified for the pumping units, though specific screen requirements are not outlined. The ultra-low harmonic feature is typically necessary for larger VFDs due to higher harmonic content. Given that we are utilizing smaller VFDs, we are taking exception to the ultra-low harmonic requirement in this section. Instead, Headworks will meet compliance using the Allen-Bradley 755 series VFDs with a 5% impedance line reactor, dv/dt filter which is appropriate for the specified application
Process Equipment	EWP1-01.06	Exceptions: Quick disconnect for grit concentrator (apex is large enough to view blockage)
Process Equipment	EWP1-01.06	Exceptions: Proximity switch (providing superior shaft power monitor that is panel mount and doesn't need cleaning)
Process Equipment	EWP1-01.06	Exceptions: Flush water solenoid valves
Process Equipment	EWP1-01.06	Exceptions: Sunshield
Process Equipment	EWP1-01.06	Exceptions: Belt drive for grit washer (direct drive is superior design)
Process Equipment	EWP1-01.08	Spec. Sec. 46 41 23, 2.02 C-2: Power cable is Flygt's Standard SUBCAB cable. NSSHOU cable is not available for this mixer
Process Equipment	EWP1-01.08	Spec. Sec. 46 41 23, 2.04 A: Non-sparking assembly not available
Process Equipment	EWP1-01.09	Spec. Sec. 43 11 17, 2.01.D – We have taken exception to the Hach SC4500 controller since it is suitable for 2 DO sensor inputs only. We have included a Hach SC1000 controller which is capable of handling 3 DO sensors as per Section 43 11 17, Point 2.05.E.
Process Equipment	EWP1-01.09	Spec. Sec. 43 11 17, 2.03.H – Exception is taken to this item. This is provided as part of the local controller.
Process Equipment	EWP1-01.10	Electrical Exceptions - 26 29 13.19_2.05.I: Elapsed time meter is proposed as manufactured by ENM in lieu of the manufacturers listed in specifications.
Process Equipment	EWP1-01.10	WesTech did not include the Density Current baffle system
Process Equipment	EWP1-01.11	44 42 56.05, 2.01.A- Single Disintegrator won't be provided as this pre-conditioning cutting device isn't utilized in municipal wastewater.



GMP 1 Assumptions and Clarifications

Type	Source (Location/Package)	GMP 1 Description
Process Equipment	EWP1-01.19	Spec. Sec. 43 11 33, 2.02.A - Manufacturer does not provide or recommend washable filters. Improper maintenance can reduce the efficiency and damage the blowers.
Process Equipment	EWP1-01.19	Spec. Sec. 43 11 33, 2.02.B – Proposed blower includes integral inlet filter/silencer. No external silencer will be provided.
Process Equipment	EWP1-01.19	Spec. Sec. 43 11 33, 2.04.D – In lieu of gauges, these parameters are monitored and displayed in the integral local controller.
Process Equipment	EWP1-01.19	Spec. Sec. 43 11 33, 2.02.C – Proposed blower includes manufacturer standard integral discharge silencer which uses not absorption material. This material can degrade over time and contaminate the process air.



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2024

Topic:

Approve a Service Agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental for sludge hauling and disposal for Fiscal Year 2025, for a not-to-exceed amount of \$145,000 (Bid No. 2024-06), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Budget.

Background:

Sprint Waste was selected in 2024 through a competitive sealed bid process (Bid No. 2024-06), which allowed for interested parties to submit sealed bids for sludge hauling and disposal including mobile belt press and 30-year roll off, and two bids were received.

The proposed services agreement renewal with Sprint Waste is for fiscal year 2025, beginning February 6, 2025 and expiring February 5, 2026. The original services agreement with Sprint Waste was for a one-year term, with five additional one-year renewals. Based on the original services agreement the renewal for FY 2024-2025 will be the first allowable renewal with four additional one-year renewals remaining.

The total annual agreement amount for services will be for a not-to-exceed amount of \$145,000. The services agreement allows for a Consumer Price Index (CPI) increase annually at the time of renewal, Sprint Waste is requesting an increase for the sludge box haul only of three percent (3%), and as of November 30, 2024, the CPI for Houston was 4.4% for services according to the U.S. Bureau of Labor Statistics.

Description	Current Cost (FY 2024-FY 2025)	Proposed Cost (FY 2025 – FY 2026)	Estimated Annual Cost
Sludge Hauling	\$0.0575	\$0.0575	\$57,500
Sludge Box Haul	\$819	\$843.57	\$84,347
Contingency	N/A	N/A	\$3,153
Total Estimated Contract: \$145,000			

This item authorizes a service agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental to provide sludge hauling and disposal for Fiscal Year 2025 for a not-to-exceed amount of \$145,000.

Origination: Project Management

Recommendation:

Staff recommends approving a Service Agreement renewal with Sprint Waste of Texas, LP DBA GFL Environmental to provide sludge hauling and disposal for Fiscal Year 2025 for a not-to-exceed amount of \$145,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #600-614-6329

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo Approved by _____
Staff Member Date City Manager Date

**CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Sludge Hauling & Disposal

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Sprint Waste of Texas, LP DBA GFL Environmental** (the “Company”), with an office at **1820 Candle Ridge Park, Houston, TX 77073** City hereby engages the services of Company as an independent contract for Sludge Hauling & Disposal services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **February 6, 2025 through February 5, 2026, with Four (4) additional one-year renewal options remaining.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. *Either party may terminate this Agreement for any reason with Thirty days (30) written notice to the other party.*
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL

This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$145,000.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

6.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	\$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all “endeavor to” and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney’s fees, expert witnesses’ fees, and trial consultants’ fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

1820 Candle Ridge Park
Houston, TX 77073

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 15th day of January, 2025.

GFL of Texas, LP

Company



Signature

Shane E Gaston

Print Name

Operations Manager

Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A – SCOPE OF WORK
BID 2024-06: SLUDGE HAULING AND DISPOSAL

The City of Tomball is accepting sealed bids from qualified Contractors to furnish all labor and equipment necessary for the dewatering, hauling and disposal of wastewater treatment plant sludge, as needed, in accordance with all applicable State and Federal regulations. Sludge transportation and disposal must be taken to a permitted solid waste landfill or land application site for sewer sludge and biosolids collected from the City's two (2) Wastewater Treatment Plants:

- North Wastewater Treatment Plant, Permit Number WQ0010616001
 - 615 W. Hufsmith, Tomball, Texas 77375
- South Wastewater Treatment Plant, Permit Number WQ0010616002
 - 12411 Holderrieth, Tomball, Texas 77375

SCOPE OF WORK

It is the intention of the City of Tomball to enter into a services agreement with a reliable company to provide the required services in accordance with the Exhibit A – Scope of Work beginning January 18, 2024, and ending January 17, 2025. The City will have the right and option to extend the term for five (5) additional one-year periods with the same terms and conditions. The City of Tomball will also have the option and right to terminate the services agreement upon thirty (30) days written notice.

The City of Tomball employees will request transportation on an as-needed basis. No guarantee is made that a specific quantity of disposal will be made annually. The City reserves the right to make transportation requests as may be required during this agreement period as needed. All quantities are for estimating purposes only so that a unit price can be established for the item bid; actual quantities will vary and are not guaranteed. The estimated quantity is 250 Dry Metric Ton per year.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste landfill or a land application site for sewer sludge and biosolids. Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal Regulations.

Below is the full scope of work to be expected of the selected Contractor:

I. Hauling and Disposal Services

The services to be furnished in the services agreement will be for the transportation and disposal of dewatered filtered pressed municipal wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

A. South Wastewater Treatment Plant

i. 30-yard Roll Off:

1. A 30-yard roll off will be required at the South Wastewater Treatment Plant, with an average of two exchanges weekly.
2. The plant will typically average 1,600 cubic yards of dewatered Class B sludge for disposal annually.
3. Vendor must deliver a new roll off box during swaps so that one (1) roll off always remains at the treatment plant.

ii. Belt Press:

1. The facility may utilize a belt press in an emergency situation.

B. North Wastewater Treatment Plant

i. Belt Press:

1. The plant will require the sludge to be dewatered on site utilizing a contractor provided portable belt press. Average liquid sludge has a 2.4% solid content before dewatering.
2. The plant averaged approximately 1.2 million gallons of liquid Class B sludge that was dewatered by a portable belt press and hauled from the plant.
3. The contractor will be required to provide all the chemicals necessary, and all water used will be non-potable.
4. The belt press will be utilized on a schedule to be determined by staff.

II. Contract Requirements

- A. Solid Waste Disposal Sites must meet Texas Commission on Environmental Quality (TCEQ) 30 TAC Chapter 312 and 330 and United States Environmental Protection Agency (EPA) 40 CFR Part 503 Sewage Sludge Use and Disposal Regulations or be controlled by land application for sewer sludge and biosolids.
- B. Interested companies are required to have been involved in sludge transportation for a minimum of three (3) years.
- C. Contractor must be available to 24-hour on call notice 365 days per year.
- D. Contractor must provide City with normal, weekend and emergency telephone numbers.
- E. Contractor shall perform services on both scheduled and emergency basis to complete the necessary task.
- F. Contractor must be able to schedule a request within two weeks of notification.
- G. Contractor shall provide proof all federal, state, and local permits including U.S. EPA transport number, TCEQ permit number and the County permit number.
- H. Contractor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform the hauling of dewatered sludge.
- I. Contractor will be responsible for all spillage of product that includes liquids, solids, fuels, and lubricants.
- J. Contractor shall be responsible for ensuring that all spills or damages caused by spillage are corrected immediately at his own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the City of Tomball.

- K. Contractor shall supply the City of Tomball with a Municipal Sludge Manifest Ticket for each load transported. This manifest ticket shall contain the following information:
 - i. Name and address of the site where sludge was generated.
 - ii. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was disposed.
 - iii. Approximate volume of sludge load.
 - iv. Date and time of pickup
 - v. Name and address of hauler.
 - vi. Date and time of disposal.
 - vii. Signature verifying disposal date and time.
- L. Upon completion of loading of vehicle(s), the Contractor shall be responsible for all contents loaded onto the vehicle during transportation to legally approved disposal site.
- M. The Vendor shall be responsible for all damages that that may be caused by their transport vehicle(s) while loading, transporting, and disposing.
- N. Contractor must haul dewatered sludge on an as needed basis to ensure proper operation of the City's Wastewater Treatment Plants.
- O. Contractor will submit to the Wastewater Treatment Plant Supervisor an Annual Report, due by August 31 of each year, for both treatment plants. This report shall detail the City's sludge disposal activities and all other disposal activities at each disposal site utilized. The report will separate the City's sludge disposal activities from the other disposal activities and will include the following information:
 - i. Name and location of disposal site(s).
 - ii. Owner of disposal site(s).
 - iii. Disposal site(s) TCEQ, EPA registration number where applicable.
 - iv. Date(s) of disposal.
 - v. Identity of hauler.
 - vi. Manifest numbers.
 - vii. Cumulative total amount (dry metric tons) of sludge deposited at each disposal site (applies to land application only).
 - viii. Facility where sludge was generated.
 - ix. Method of final disposal.
 - x. Toxicity Characteristic Leaching Procedure Test: Pass/Fail.
 - xi. Level of disinfection attained Class A or Class B (applies to land application only).
 - xii. Total number of loads, total cubic yards or gallons, and total dry tons, transported from each wastewater plant.
 - xiii. Land usage of disposal site(s) where sludge was deposited, including crops grown (applies to land application only).
- P. Contractor shall submit copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the City of Tomball with each monthly report.
- Q. Contractor shall provide applicable annual and quarterly testing for the North Wastewater Treatment Plant and the South Wastewater Treatment Plant for sludge disposed at a solid waste land fill or land application site, as required by the TCEQ and EPA discharge permits, including Toxicity Characteristic Leaching Procedure (TCLP) sludge analysis.
- R. Contractor shall be responsible, at no cost to the City, for the logistical support needed to remove and dispose of additional roll-offs, should plant operations require additional solids removed.

- S. Contractor shall be responsible for preparing and submitting an Annual Summary Report to the Wastewater Treatment Plant Supervisor no later than ten (10) working days before the deadline of September 1st.

III. Transport Vehicle(s) Requirements

- A. Contractor vehicles must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. The vehicle must be of sound quality and in good working order.
- B. A holding capacity of 30 cubic yard containers for filtered belt pressed sludge.
- C. Vehicle(s) must have the company name and company phone number on the tractor, trailer, and sludge containers.

FY 2025 Renewal : Sludge Hauling & Disposal - Belt Press & 30 yd. Roll Off

COST FOR SERVICES				
Item	Description	Estimated Annual Quantity (gallons)	Unit Price Per Gallon	Total Cost
1	Cost per Gallon for Sludge Hauling & Disposal during normal business hours (Mon-Fri, 8am-5pm) for pressed sludge cake, including haul, disposal & other cost (trip charge, service call, mileage, etc.)	1,000,000	\$0.0575	\$57,500.00

Other Services				
Item	Description	Estimated Annual Roll Off Exchanges	Unit Price per Exchange	Total Cost
1	Price per 30 yard roll off to be supplied by vendor to the South Wastewater Treatment Plant (Cost includes exchange, trip charge, service call, mileage, etc.)	100	\$843.57	\$84,347.00

REVISED

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

Adopt, **on First and Only Reading**, Ordinance No. 2025-04, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Raburn Reserve Public Improvement District Improvement Area #3); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

Background:

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2025-04 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 3. The Ordinance will also approve and authorize an Indenture of Trust and agreement connected to the sale of bonds.

Origination: Project Management

Recommendation:

Adopt Ordinance No. 2025-04 on **First and Only Reading**, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Raburn Reserve, Public Improvement District 10, Improvement Area 3.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Meagan Mageo</u>	Signed	_____
	Staff Member		City Manager
	Date		Date

ORDINANCE NO. 2025-04

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3); APPROVING AND AUTHORIZING A SECOND SUPPLEMENTAL INDENTURE OF TRUST AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Raburn Reserve Public Improvement District (the “District”), pursuant to Resolution adopted by the City Council of the City (the “City Council”) on October 7, 2019 as amended on November 4, 2019 and December 7, 2020; and

WHEREAS, pursuant to the PID Act, the City Council published notice and held a public hearing on August 21, 2023, regarding the levy of special assessments on property within Improvement Area #3 of the District, and after the conduct of such public hearing has adopted an Ordinance (the “Assessment Ordinance”); and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the “Service and Assessment Plan”) relating to the District and levied the assessments (the “Assessments”) against property within Improvement Area #3 of the District (the “Assessed Property”), as set forth in the Improvement Area #3 Assessment Roll. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments on Assessed Property in Improvement Area #3 of the District (the “Improvement Area #3 Bonds”) for the purposes of (i) paying the costs of the Authorized Improvements in Improvement Area #3 identified in the Service and Assessment Plan, (ii) funding a reserve fund for payment of principal and interest on Improvement Area #3 Bonds, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, and (iv) paying the costs of issuing Improvement Area #3 Bonds; and

WHEREAS, the City Council has previously found and determined to approve the issuance of the Improvement Area #3 Bonds to finance the Authorized Improvements identified in the Service and Assessment Plan on the terms described herein, and has approved the form, terms and provisions of the master indenture of trust dated August 15, 2023 between the City and The Bank of New York Mellon Trust Company, National Association (the “Master Indenture”) and that certain second supplemental indenture of trust between the City and The Bank of New

York Mellon Trust Company, National Association dated February 1, 2025 (the “Second Supplemental Indenture” and together with the Master Indenture, the “Indenture”); and

WHEREAS, the City has previously issued its City of Tomball Special Assessment Revenue Bonds, Series 2023 (Raburn Reserve Public Improvement District Improvement Area #3) (the “Series 2023 Bonds”) containing a pledge of the Assessments on Assessed Property in Improvement Area #3 to fund a portion of the Authorized Improvements in Improvement Area #3; and

WHEREAS, the Series 2023 Bonds are Improvement Area #3 Bonds issued pursuant to the terms of the Master Indenture, which also authorizes the issuance of additional Improvement Area #3 Bonds; and

WHEREAS, the City Council has found and determined to approve the issuance of the Series 2025 Bonds (defined herein) as additional Improvement Area #3 Bonds pursuant to the terms of the Indenture, to finance a portion of the Authorized Improvements as set forth in the Service and Assessment Plan on the terms described herein, and to approve the form, terms and provisions of the Second Supplemental Indenture (as defined herein); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Master Indenture or in the Second Supplemental Indenture.

Section 3. Approval of Second Supplemental Indenture and Series 2025 Bonds. The issuance of Improvement Area #2 Bonds for the purpose of providing funds for (i) paying a portion of the Improvement Area #2 Costs, (ii) paying capitalized interest on the Bonds, (iii) funding the Bond Reserve Account of the Reserve Fund, (iv) funding a portion of the Delinquency and Prepayment Reserve Account, (v) paying a portion of the costs incidental to the organization of the District, and (vi) paying the costs of issuance of each series of Improvement Area #2 Bonds, are hereby authorized and approved.

Section 4. Sale of Bonds: Approval of Bond Purchase Agreement. As set forth in the Second Supplemental Indenture, the Bonds shall be sold to FMSbonds, Inc. (the “Underwriter”) at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the “Bond Purchase Agreement”), dated the date hereof, between the City and the Underwriter. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 5. Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Series 2025 Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Improvement Area #3 Improvements, the Developer or its financial ability, and the Development (as defined in the Limited Offering Memorandum) or the homebuilders, or the landowners.

Section 6. Approval of Service and Assessment Plan. The Amended and Restated Service and Assessment Plan as presented at the meeting and as updated to reflect the issuance of the Series 2025 Bonds is hereby approved.

Section 7. Continuing Disclosure Agreement. The City shall provide continuing disclosure for the Series 2025 Bonds as set forth in Section 9.1 of the Second Supplemental Indenture.

Section 8. Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

Section 9. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

FIRST AND ONLY READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF FEBRUARY 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

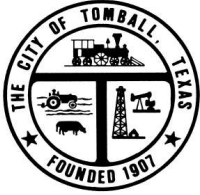
**TOMBALL POLICE
DEPARTMENT**

ANNUAL CONTACT DATA REPORT



2024

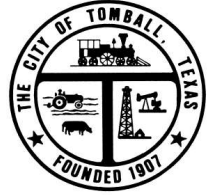
POLICE CONTACT DATA



PRESS RELEASE

#25-001

TOMBALL POLICE DEPARTMENT



400 Fannin, Tomball, Texas 77375

(281) 351-5451 Fax: (281) 351-2615

For Immediate Release

Date: January 14, 2025
Contact: Captain Shon Davis
Phone: (281) 351-5451, ext 1356

“Citizen Input: Senate Bill 1074 – Racial Profiling”

The 77th Texas Legislature enacted Senate Bill 1074, prohibiting the practice of racial profiling. This legislation went into effect in January of 2002, and in part requires law enforcement agencies to seek input from the community.

The Tomball police Department has a long history of working in partnership with members of the community, and we continually strive to excel at our mission of delivering the highest quality of police service to all – in a fair and impartial manner. To that end, and as a means of assessing our effectiveness in policy development and employee training, we are always eager to receive public feedback regarding our service delivery.

Anyone with questions or concerns related to Senate Bill 1074 should contact Captain Shon Davis at 281-351-5451, ext. 1356. General comments praising our officers’ efforts or expressing concerns may be directed to any department supervisor in person, by telephone (281-351-5451), or via our website (tomballtx.gov).

The Tomball Police Department is very proud of the relationship we enjoy with our community and we value perspective, comments, and support.

CHART I

2024 Activity

CITY OF TOMBALL DEMOGRAPHICS:

RACE:	NUMBER	% OF TOTAL
Black	833	6.75%
Asian/Pacific Islander	189	1.53%
White	8,328	67.48%
Hispanic/Latino	2,848	23.08%
Alaska Native/American Indian	27	0.22%
TOTAL	12,341	

*** NUMBER OBTAINED FROM THE U.S. CENSUS 2020 Demographic Profile Data for Tomball, Texas
The races listed on data.census.gov include "Some Other Race Alone" with 50 reported and "Population of Two or More Races" with 430 reported. These 480 subjects are listed in the TOTAL but not under individual races.*

CONTACTS: 13,167

1 CONTACTS BY GENDER:

SEX:	CONTACTS	% OF TOTAL
MALE	8,210	62.35%
FEMALE	4,957	37.65%
TOTAL	13,167	

2 CONTACTS BY RACE or ETHNICITY:

Must equal total stops: 13,167

RACE:	CONTACTS	% OF TOTAL
Black	1,932	14.67%
Asian/Pacific Islander	419	3.18%
White	7,795	59.20%
Hispanic/Latino	2,918	22.16%
Alaska Native/American Indian	103	0.78%
TOTAL	13,167	

3 ETHNICITY KNOWN BEFORE STOP?

Must equal total stops: 13,167

ETHNICITY KNOWN BEFORE STOP?	NUMBER	% OF TOTAL
YES	117	0.89%
NO	13,050	99.11%
TOTAL	13,167	

4 REASON FOR STOP:

Must equal total stops: 13,167

REASON FOR STOP:	NUMBER	% OF TOTAL
VIOLATIONS OF LAW	75	0.57%
PRE-EXISTING KNOWLEDGE (I.E. WARRANT)	39	0.30%
MOVING TRAFFIC VIOLATION	8,791	66.77%
VEHICLE TRAFFIC VIOLATION (EQUIPMENT, REGISTRATION)	4,262	32.37%
TOTAL	13,167	

5 LOCATION OF STOP:

STREET ADDRESS OR APPROXIMATE LOCATION OF THE STOP	NUMBER	% OF TOTAL
CITY STREET	11,833	89.87%
US HIGHWAY	0	0.00%
STATE HIGHWAY	946	7.18%
COUNTY ROAD	381	2.89%
PRIVATE PROPERTY OR OTHER	7	0.05%
TOTAL	13,167	

6 SEARCHES:

SEARCH CONDUCTED	NUMBER	% OF TOTAL
YES	543	4.12%
NO	12,624	95.88%
TOTAL	13,167	

7 REASON FOR SEARCH

REASON FOR SEARCH:	NUMBER	% OF TOTAL
CONSENT	183	33.70%
CONTRABAND / EVIDENCE IN PLAIN SIGHT	9	1.66%
PROBABLE CAUSE OR REASONABLE SUSPICION	312	57.46%
INVENTORY PERFORMED AS A RESULT OF TOWING	13	2.39%
INCIDENT TO ARREST / WARRANT	26	4.79%
TOTAL	543	

8 CONTRABAND DISCOVERED

CONTRABAND DISCOVERED?	NUMBER	% OF TOTAL
YES	308	56.72%
NO	235	43.28%
TOTAL	543	

9 DESCRIPTION OF CONTRABAND DISCOVERED

DESCRIPTION OF CONTRABAND DISCOVERED	NUMBER	% OF TOTAL
ILLEGAL DRUGS / DRUG PARAPHERNALIA	232	75.32%
CURRENCY	2	0.65%
WEAPONS	12	3.90%
ALCOHOL	11	3.57%
PROPERTY STOLEN	6	1.95%
OTHER	45	14.61%
TOTAL	308	

10 RESULT OF THE STOP

DESCRIPTION OF CONTRABAND DISCOVERED	NUMBER	% OF TOTAL
VERBAL WARNING	10,009	76.02%
WRITTEN WARNING	391	2.97%
CITATION	2,606	19.79%
WRITTEN WARNING AND ARREST	0	0.00%
CITATION AND ARREST	6	0.05%
ARREST	155	1.18%
TOTAL	13,167	

11 ARREST BASED ON:

ARREST BASED ON:	NUMBER	% OF TOTAL
VIOLATION OF PENAL CODE	101	62.73%
VIOLATION OF TRAFFIC LAW	14	8.70%
VIOLATION OF CITY ORDINANCE	0	0.00%
OUTSTANDING WARRANT	46	28.57%
TOTAL	161	

12 PHYSICAL FORCE RESULTING IN BODILY INJURY

WAS PHYSICAL FORCE USED RESULTIN IN BODILY INJURY DURING STOP?	NUMBER	% OF TOTAL
YES	1	0.01%
NO	13,616	99.99%
TOTAL	13,617	

CHART II

2024 Activity

SEARCHED:

RACE:	NUMBER	% OF TOTAL
Black	153	28.18%
Asian/Pacific Islander	4	0.74%
White	312	57.46%
Hispanic/Latino	73	13.44%
Alaska Native/American Indian	1	0.18%
TOTAL	543	

** INFORMATION RECORDED ON CITATIONS, NUMBERS OBTAINED FROM TOMBALL RACIAL PROFILING DATA.

SEARCHED - COMPARISON

RACE:	CONSENSUAL SEARCH		PC / SEARCH	
Black	24	13.11%	125	40.06%
Asian/Pacific Islander	1	0.55%	1	0.32%
White	139	75.96%	146	46.79%
Hispanic/Latino	18	9.84%	40	12.82%
Alaska Native/American Indian	1	0.55%	0	0.00%
TOTAL	183		312	

** INFORMATION RECORDED FROM TOMBALL RACIAL PROFILING DATA. * PC – PROBABLE CAUSE

ARRESTS:

RACE:	ARREST / RESULT OF STOP	% ARRESTED
Black	26	16.15%
Asian/Pacific Islander	2	1.24%
White	102	63.35%
Hispanic/Latino	31	19.25%
Alaska Native/American Indian	0	0.00%
TOTAL	161	

City Council Meeting Agenda Item Data Sheet

Meeting Date: Feb. 3, 2025

Topic:

Receive a presentation from Perdue Brandon Fielder Collins & Mott regarding the City of Tomball's property tax and municipal court fines and fees collections and hold a discussion.

Background:

The City of Tomball's property tax and municipal court fines and fees collections contractor, Perdue Brandon Fielder Collins & Mott, will present an update on their efforts to collect past due taxes and fines on behalf of the City.

Origination: City Manager's Office

Recommendation:

N/A.

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: Jessica Rogers 1/27/2025 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Conduct a public hearing and consideration to approve Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-01, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by granting a Conditional Use Permit (CUP) to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas; providing for penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On January 13th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included fencing of the property and pond, parking, impacts to the surrounding area, and operations of the facility. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote with the following conditions:

- The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- “No stopping or standing” signs shall be placed along the Rudel Drive frontage.
- Three parking spaces within the development shall be designated as drop-off and pick-up only.
- Install a fence along the entire southern property line.
- Install a fence around the entire onsite detention pond.

Origination: Mike Matheson

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____

If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE LAND USE OF “CHILD DAY CARE CENTER (BUSINESS)” WITHIN THE CITY OF TOMBALL’S OFFICE (O) ZONING DISTRICT. THIS REQUEST AFFECTS APPROXIMATELY 1.0402 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1. THE PROPERTY IS LOCATED AT 1211 RUDEL DRIVE, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Mike Matheson has requested that 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1, located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas (the “Property”), receive a CUP; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested CUP; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested CUP; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested CUP with the following conditions:

- the curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking,
- “no stopping or standing” signs shall be placed along the Rudel Drive frontage,
- three parking spaces within the development shall be designated as drop-off and pick-up only,
- install a fence along the entire southern property line,
- install a fence around the entire onsite detention pond; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested CUP, the City Council held the public hearing for the requested CUP and the City Council considered the final report of the Planning & Zoning Commission; and

Whereas, the City Council deems it appropriate to grant the requested CUP.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. A CUP to allow a “Child day care center (business)” at the property and subject to the terms and conditions set forth below is hereby granted.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereon unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

LORI KLEIN QUINN, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

Exhibit "A" Concept Plan

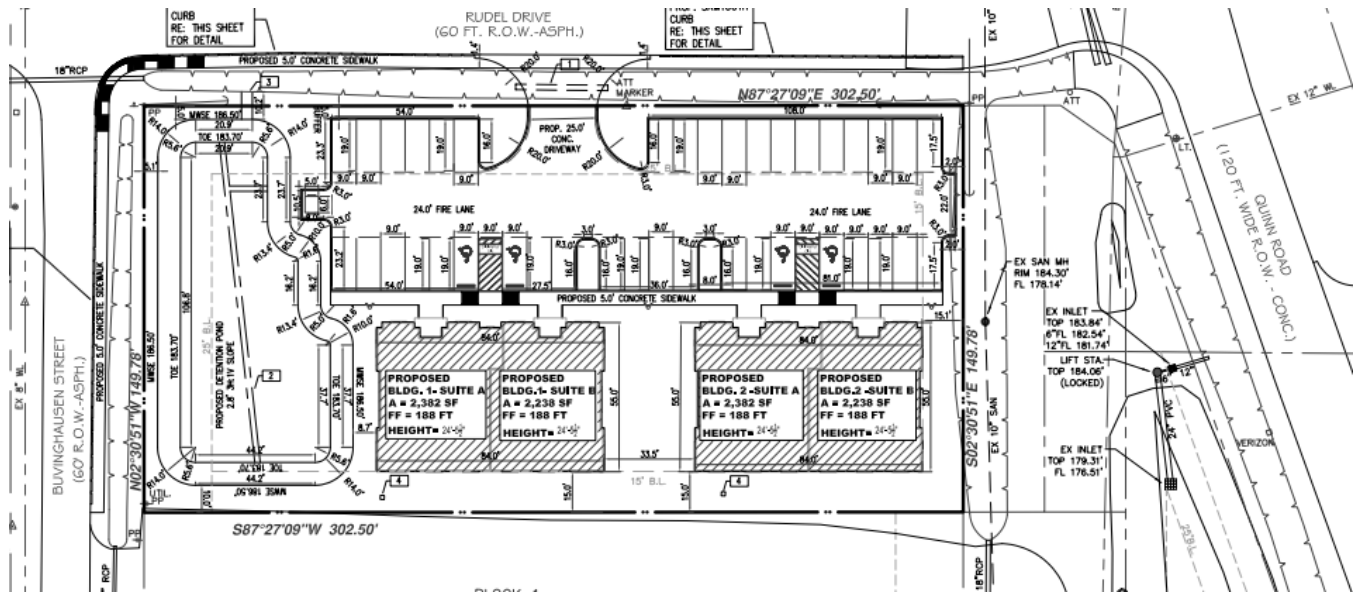


Exhibit "B" Location Map



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
FEBRUARY 3, 2025**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, February 3, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such date, the City Council will consider the following:

Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

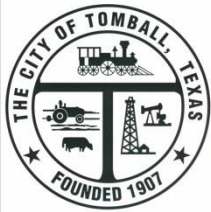
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

C E R T I F I C A T I O N

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 31st day of January 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: January 13, 2025
City Council Public Hearing Date: February 3, 2025

Rezoning Case: CUP25-01
Property Owner(s): Mike Matheson
Applicant(s): Mike Matheson
Legal Description: Lot 72, Block 1 of Acquest Tomball Replat No. 1.
Location: 1211 Rudel Drive (Exhibit "A")
Area: 1.0402 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit "B")
Present Zoning: Office (O) District (Exhibit "C")
Request: The granting of a Conditional Use Permit (CUP) to allow the land use of "Child day care center (business)" within the City of Tomball's Office (O) zoning district.

Adjacent Zoning & Land Uses:

North: Old Town & Mixed Use (OT&MU) / Tomball Fire Station 1

South: Commercial (C) / VA Tomball Outpatient Clinic

East: Multi-Family Residential (MF) and Commercial (C) / Fountains of Tomball Apartments and medical offices

West: Multi-Family Residential (MF) / Rudel Crossing Apartments

BACKGROUND

The subject property is currently undeveloped; however, it is nearing completion of the city permitting process for the construction of two 4,620 square-foot office buildings. This property was rezoned from the Commercial (C) zoning district to the Office (O) zoning district in June of 2023 with the goal of subdividing the property into two separate lots. The applicant now desires to have the land use of *Child day care center (business)* occupy one of the buildings, which is only allowed within the Office (O) zoning district with the issuance of a CUP.

ANALYSIS

According to Section 50-81 (f) of Chapter 50 (Zoning), when considering applications for a CUP, the City shall, based on the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;

The property is designated as Neighborhood Commercial by the Comprehensive Plan's Future Land Use Map. The Neighborhood Commercial designation is intended for commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians. The desire to establish a child day care center at this location will promote a development that creates a complimentary relationship between differing land uses, which is an objective of the Comprehensive Plan. The proximity of the subject property to a wide variety of residential housing, professional offices, and existing schools makes the desired land use mutually beneficial to the surrounding area.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

According to the Zoning Ordinance, "a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through the imposition of certain standards and conditions."

The property was first zoned within the Commercial district when zoning was adopted in 2008 but was rezoned into the Office district in 2023. The subject property is surrounded by the Commercial, Multifamily, and Old Town & Mixed-Use zoning districts. The nature of the area is a mixture of schools, offices, commercial and other non-residential uses, along with single-family and multi-family uses. The Comprehensive Plan endorses the continuation of the mixture of uses in this area of the city, and specifically states that retail, offices, clinics, and government facilities are the most appropriate uses. The Office district was established to create an appropriate setting for low intensity office and professional uses

3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;

No, the proposed use will not meet all supplemental standards outlined in Chapter 50 of the Code of Ordinance. Chapter 50, Article IV, Section 50-112 (d)(3) requires:

"Kindergartens, elementary schools, day schools, and similar child training and care establishments shall provide one paved off-street pedestrian loading and unloading space for an automobile on a through, "circular" drive for each ten students cared for (excluding child care in a residence). An additional lane shall also be required to allow pass by or through traffic to move while automobiles waiting or parked to pick up children occupy loading/unloading areas."

No such driveway orientation has been proposed on the property.

Additionally, it does not appear that the number of parking spaces allocated for the desired use within the office complex as illustrated on the Concept Plan will meet the minimum parking requirement for a “*Child day care center (business)*”. Chapter 50, Article III, Section 50-82(b) requires one parking space per three children.

4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts.

The proposed use is consistent with surrounding land uses and would provide a beneficial service to the area. With this Conditional Use Permit, the City is recommending conditions that are aimed at helping alleviate potential nuisances that could arise due to this land use such as traffic congestion. Said conditions may include but are not limited to signage and staggered pick up and drop off times.

5. The proposed use is not materially detrimental to public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

With the other future businesses that will be established on the property, it does not appear that the minimum parking requirements for a “*Child day care center (business)*” (one space per three children) will be met. Since the applicant has indicated that the child day care facility will operate with extended hours and have staggered drop-off and pick-up times, City Staff does not anticipate adverse impacts to Rudel Drive nor the surrounding properties.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on December 27, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Conditional Use Permit Case CUP25-01 with the following conditions:

- ❖ The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- ❖ “No Stopping or Standing” signage shall be placed along the entire Rudel Drive frontage.
- ❖ Three parking spaces within the development shall be clearly marked with signage and paint for drop-off and pick-up only.

Note that the Planning & Zoning Commission may recommend, and the City Council may impose any additional conditions as are reasonably necessary.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Exhibit "B"
Future Land Use Plan



Future Land Use

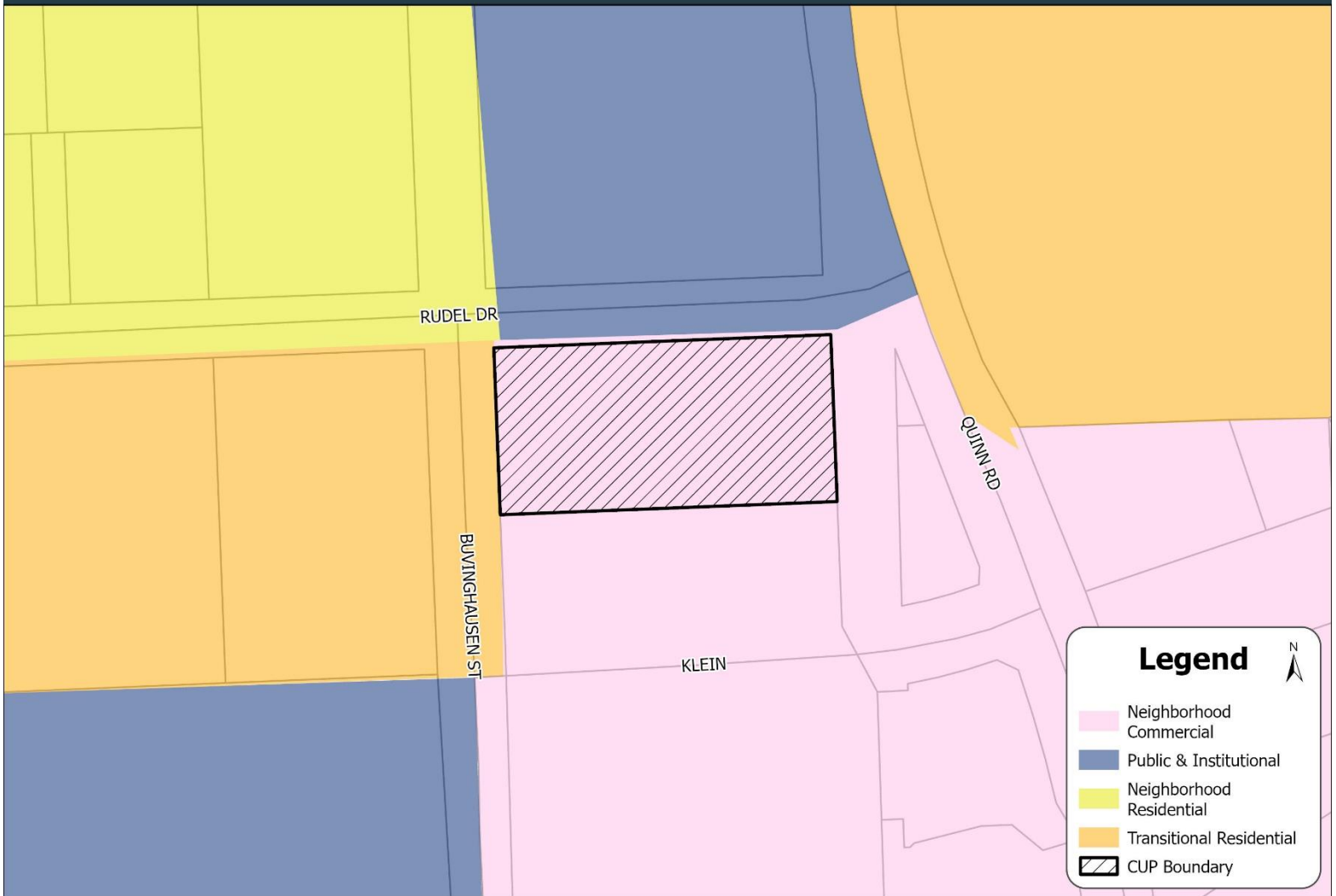


Exhibit "C"
Zoning Map



Zoning

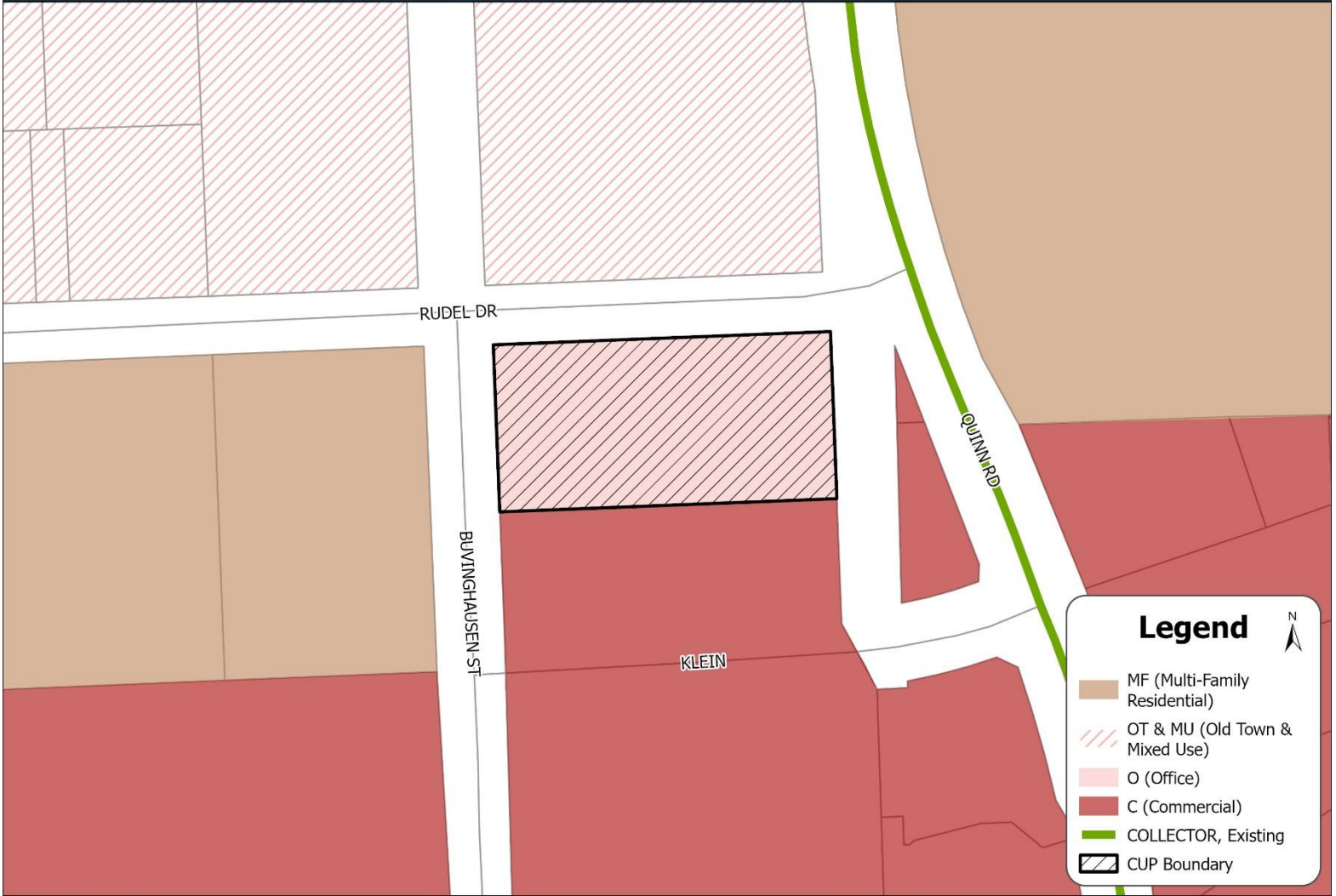


Exhibit "D"
Site Photos

Subject Site



Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 10/1/2022



**APPLICATION FOR
CONDITIONAL USE PERMIT**
Planning Division

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

APPLICATION SUBMITTAL: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for Conditional Use Permit (CUP) request

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

SMARTGOV WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Mike Matheson Title: Owner
Mailing Address: 14315 Arlington Pl. City: Tomball State: Tx
Zip: 77429 Contact: 281-658-7526
Phone: 281-658-7526 Email: info@redgrip11c.com

Owner

Name: Same as Applicant Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Email: _____

Engineer/Surveyor (if applicable)

Name: NA Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Two 4,620 sq ft Buildings, One Building is a daycare

Physical Location of Property: 1211 Rudel Rd, Corner of Quinn & Rudel
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Lot 72 Block I, August Tombell
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1333950020001 Acreage: 1.04

Current Use of Property: Undeveloped but zoned as Office

Proposed Use of Property: 1 of the 2 Buildings to have CUP to allow for a Daycare/Early Learning Center

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X Michael Matheson 11-21-24
Signature of Applicant Date

X Michael Matheson 11-21-24
Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

Conditional Use Permit 1211 Rudel

November 21st, 2024

Dear Members of the City Council

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road to be approved for a Conditional Use Permit to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We currently have a pre-lease with Discovery Learning Center which we are planning to finish construction in July or August. We have consulted with a couple of members of the City Council and they advised to cancel the rezone request for General Retail and instead keep zoned as zoned for Office and just have a Conditional Use Permit for the Daycare.

The Daycare owners I have met with the TEDC and we have done a Pre-development meeting with Tomball. We are referring to this as a Daycare however it is actually a Early Learning Center as it is curriculum heavy unlike a Daycare.

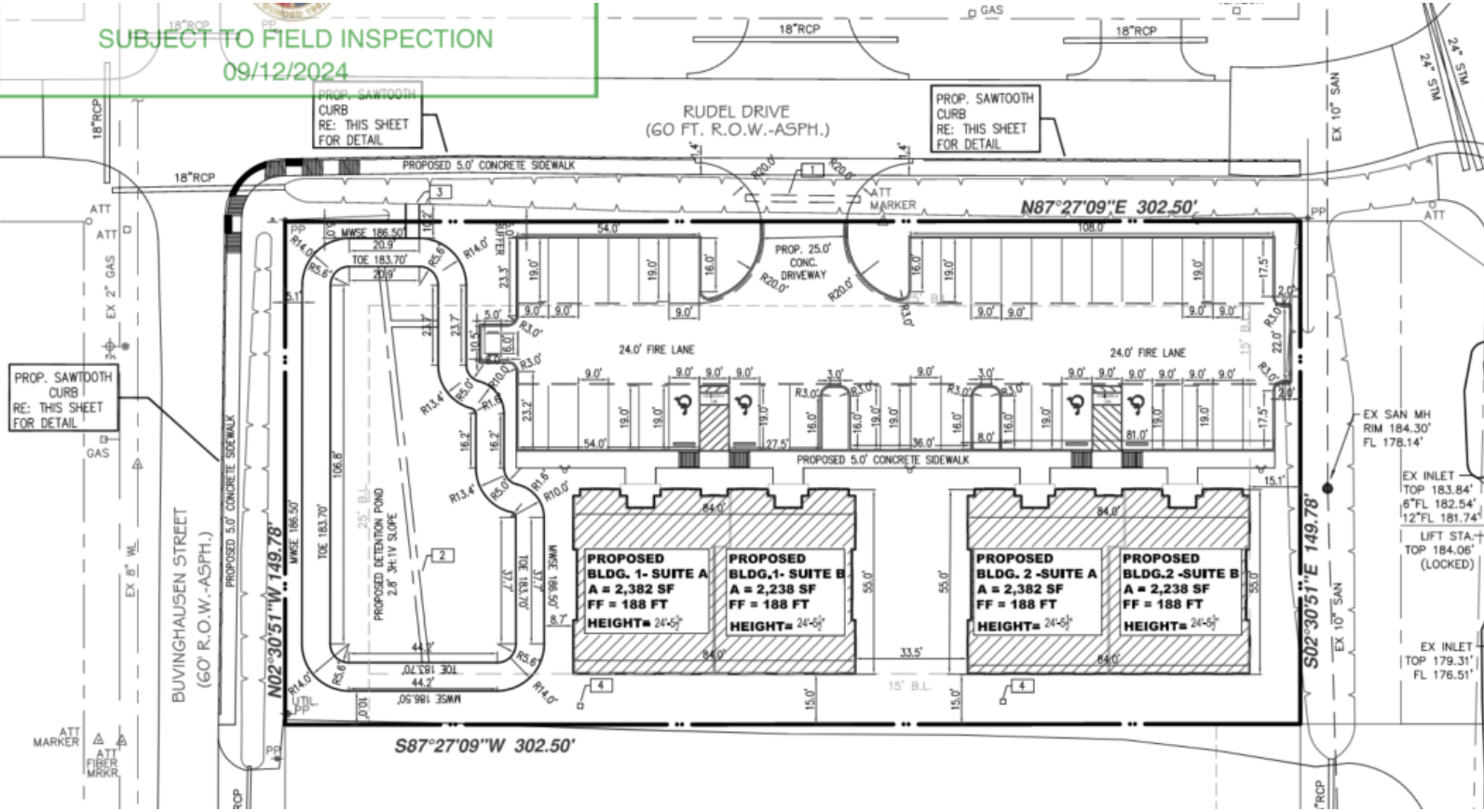
We do not foresee any issues with this CUP as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and the husband is a retired Police Chief of a small town in Nebraska where they are originally are from.

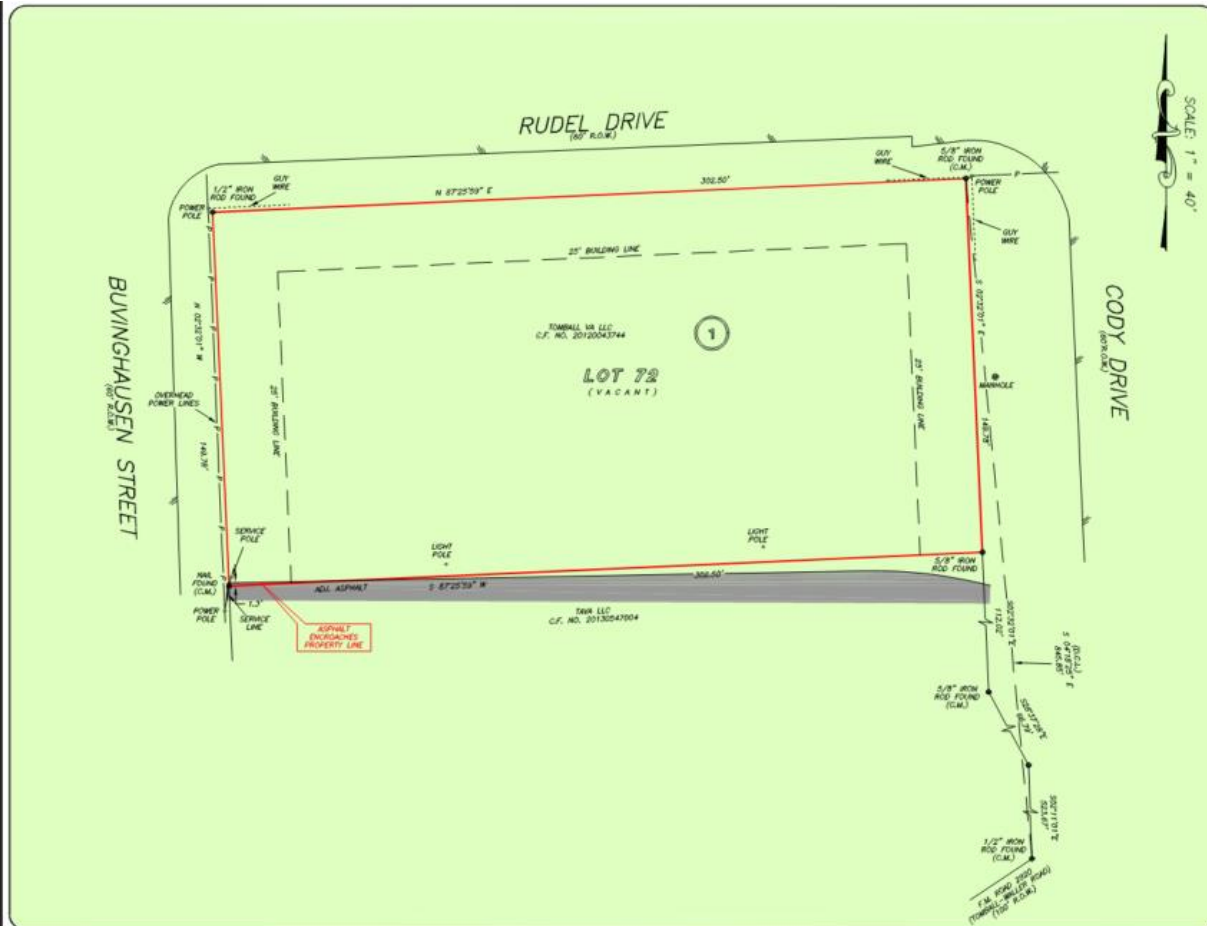
If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

Sincerely, Mike Matheson

Red Grip LLC

SUBJECT TO FIELD INSPECTION
09/12/2024





GF. NO. 1609703 STEWART TITLE
 ADDRESS: RUDEL DRIVE
 TOMBALL, TEXAS 77375
 BORROWER: MICHAEL MATHESON

**LOT 72, BLOCK 1
 ACQUEST TOMBALL REPLAT NO. 1**

ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
 IN VOLUME 658, PAGE 107 OF THE MAP/PLAT RECORDS
 OF HARRIS COUNTY, TEXAS

NOTE: MAY BE SUBJECT TO DEED RESTRICTIONS AND/OR
 ADDITIONAL GOVERNMENTAL BUILDING REQUIREMENTS.
 NOTE: AN EASEMENT IF ANY, TOGETHER WITH AN ADJACENT
 50' WIDE EXTENDING UPWARD AS PER C.F. NO. 20120163754.



THIS PROPERTY DOES NOT LIE WITHIN THE
 100 YEAR FLOOD PLAIN AS PER FIRM
 PANEL NO. 48201C 0210 L
 MAP REVISION: 06/18/2007
 ZONE
 BASED ONLY ON VISUAL EXAMINATION OF MAPS.
 INACCURACIES OF FEMA MAPS PREVENT EXACT
 DETERMINATION WITHOUT DETAILED FIELD STUDY.

A SUBSURFACE INVESTIGATION
 WAS BEYOND THE SCOPE OF THIS SURVEY

D.C.L. = DIRECTIONAL CONTROL LINE
 METHOD BEARING: 101.659, PLS. 450, H.C.M.P.R.
 DRAWN BY: PM

I HEREBY CERTIFY THAT THIS SURVEY
 PLAT CORRECTLY REPRESENTS THE FACTS
 FOUND AT THE TIME OF SURVEY AND THAT
 THIS PROFESSIONAL SERVICE CONFORMS TO
 THE CURRENT TEXAS SOCIETY OF PROFESSIONAL
 SURVEYORS STANDARDS AND SPECIFICATIONS
 FOR A CATEGORY 1A CONCRETE & SURVEY.
 JAMES P. WALKOVIAK
 PROFESSIONAL LAND SURVEYOR
 NO. 5971
 JOR. NO. 2022-2026
 MARCH 31, 2022



	 stewart OF HOUSTON JANE MATHESON 281-357-8277		 PRECISION surveyors	1-800-LANDSURVEY www.precisionsurveyors.com 281-496-1588 FAX 281-496-1867 210-829-6941 FAX 210-829-1555 850 THORNHEDGE STREET SUITE 150 HOUSTON, TEXAS 77029 1777 HE LOOP #10 SUITE 600 SAN ANTONIO, TEXAS 78217 FIRM NO. 10063700	
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METES AND BOUNDS DESCRIPTION OF 1.0401 ACRE TRACT – RED GRIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

A TRACT OR PARCEL OF LAND CONTAINING 1.0401 ACRE BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSPEH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS, SAID 1.0401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 3/8 inch iron rod set with cap marking the Northwest corner of the herein described tract being at the intersection of the East right-of-way line of Buvinghausen Street (60 ft. right-of-way) and the South right-of-way line of Rudel Drive (60 ft. right-of-way);

THENCE North 87 degrees 27 minutes 09 seconds East with the Southerly right-of-way line of said Rudel Drive a distance of 302.50 ft. to a 5/8 inch iron rod found with cap at the Northeast corner of the herein described tract being in the West right-of-way line of Cody Drive (undeveloped);

THENCE South 02 degrees 30 minutes 51 seconds East with the West right-of-way line of said Cody Drive a distance of 149.78 ft. to a 5/8 inch iron rod found with cap marking the Southeast corner of the herein described tract and the Northeast corner of Lot 73;

THENCE South 87 degrees 27 minutes 09 seconds West with the division line between Lots 72 and 73 a distance of 302.50 ft. to a mag nail found in asphalt marking the Southwest corner of the herein described tract, the Northwest corner of Lot 73 in the East right-of-way line of said Buvinghausen Street;

THENCE North 02 degrees 30 minutes 51 seconds West with the Easterly right-of-way line of said Buvinghausen Street a distance of 149.78 ft. to the PLACE OF BEGINNING and containing 1.0401 acre of land.



C. Paul Jones, Sr. R.P.L.S. 5480
P.O. Box 701
Friendswood, Texas 77549
Phone: (713)473-3502
Email: info@timelinesurvey.com
Date: May 1, 2023



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2025

Topic:

Conduct a public hearing and consideration to approve Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-02, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

On January 13th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included the request’s compatibility with the adopted Comprehensive Plan and nature of the existing developments and zoning districts in the area. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote.

Origination: Kitchens Real Estate Family Partnership LTD., represented by J. Edwards

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.2618 ACRES OF LAND LEGALLY DESCRIBED AS BEING ALL OF THE 1.2035 AND 0.0740 ACRE TRACTS (2L AND 2Y) OUT OF A CALLED 160 ACRE TRACT, LOCATED IN THE C.N. PILLOT SURVEY, ABSTRACT NO. 632 FROM AGRICULTURAL (AG) TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 27223 SH 249, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632, within the City of Tomball, Harris County, Texas (the “Property”), from Agricultural (AG) to the Commercial (C) zoning district; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"
Location Map



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
FEBRUARY 3, 2025**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, February 3, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such date, the City Council will consider the following:

Conditional Use Permit Case CUP25-01: Request by Mike Matheson, for a Conditional Use Permit to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

Zoning Case Z25-01: Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

C E R T I F I C A T I O N

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 31st day of January 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: January 13, 2025
City Council Public Hearing Date: February 3, 2025

Rezoning Case: Z25-01
Property Owner(s): Kitchens Real Estate Family Partnership LTD
Applicant(s): J. Edwards Concrete & Construction LLC
Legal Description: Being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No. 632
Location: 27223 SH 249 (Exhibit "A")
Area: 1.2618 acres
Comp Plan Designation: Corridor Commercial (Exhibit "B")
Present Zoning: Agricultural (AG) District (Exhibit "C")
Request: Rezone from the Agricultural (AG) to the Commercial (C) District
Adjacent Zoning & Land Uses:
North: Commercial (C) with CUP (Manufactured Home Display and Sales) / Clayton Homes
South: Commercial (C) and Agricultural (AG) / Gas Station, vacant shop building, and Tomball Rental Center
East: Commercial (C) / Palm Harbor Homes - Tomball
West: Agricultural (AG) / Undeveloped land

BACKGROUND

The subject property currently has approximately 4,800 square feet of office space and covered equipment storage being utilized by Tomball Rental Center. This rezoning request aims to satisfy a requirement associated with an Existing Commercial Building Permit that was applied for by the applicant. This building permit is for the construction of a new 3,600 metal building. For the city to issue any building permits for the subject property it must be zoned appropriately. The existing buildings on the property were constructed prior to zoning and are considered legally nonconforming.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as “Corridor Commercial” by the Comprehensive Plan’s Future Land Use Map. The Corridor Commercial designation is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares.

According to the Comprehensive Plan, land uses should consist of regional commercial businesses, professional offices, multi-family, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility services, government facilities, and transportation uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Corridor Commercial designation: Office (O), General Retail (GR), Commercial (C), Mixed Use (MU), and Multi-family (MF). Also identified in the Comprehensive Plan is development guidance, which focuses on providing primary access from an arterial street while incorporating safe and comfortable pedestrian enhancements.

Staff Review Comments: The request to rezone the subject property to the Commercial (C) District is in conformance with the Future Land Use Plan. Furthermore, the subject property has frontage onto SH 249 which is designated as a Major Arterial on Tomball’s Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Commercial District. The approval of the requested rezoning will allow the applicants to grow their business, which is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on December 27, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z25-01.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Exhibit "B"
Future Land Use Plan



Future Land Use

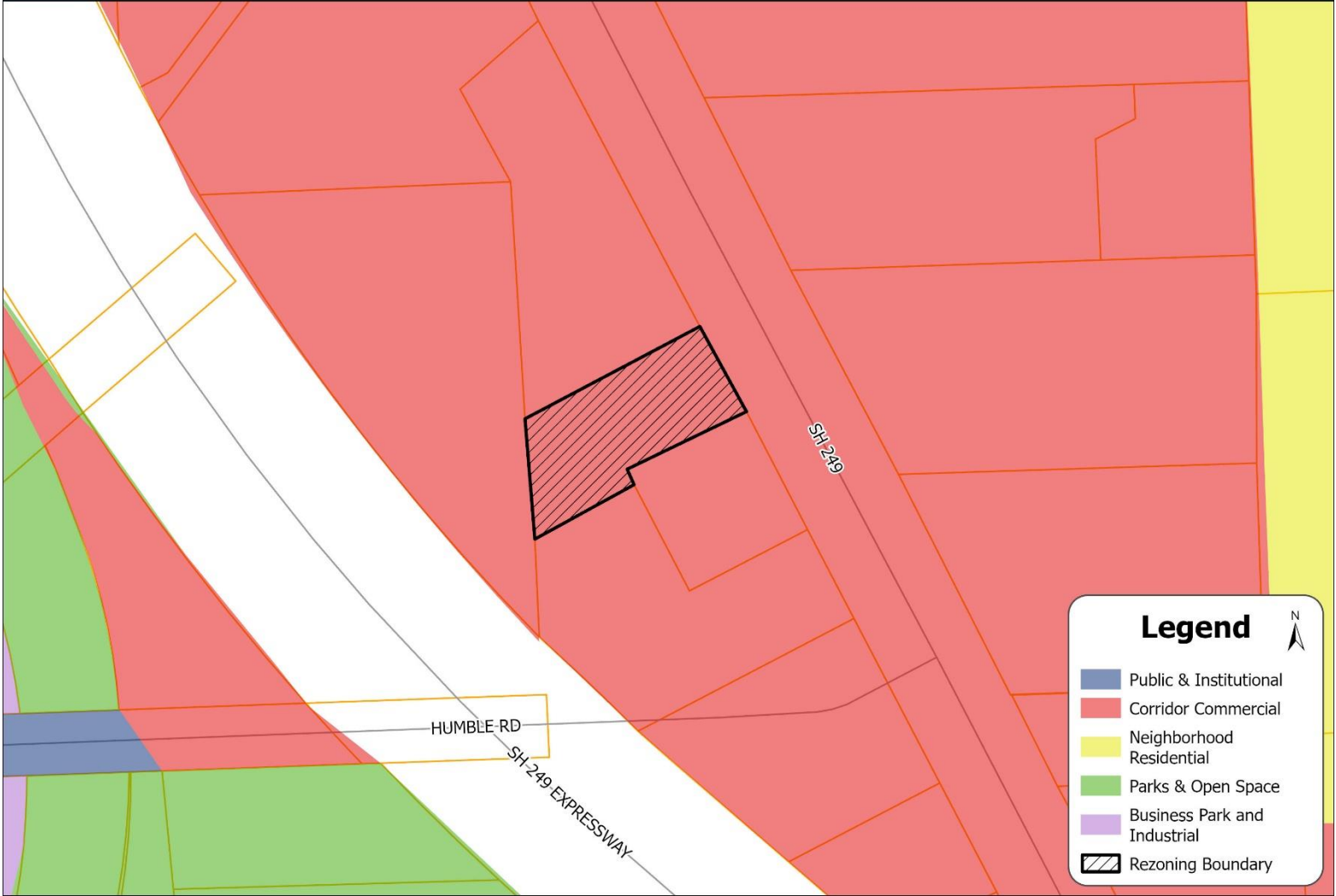


Exhibit "C"
Zoning Map

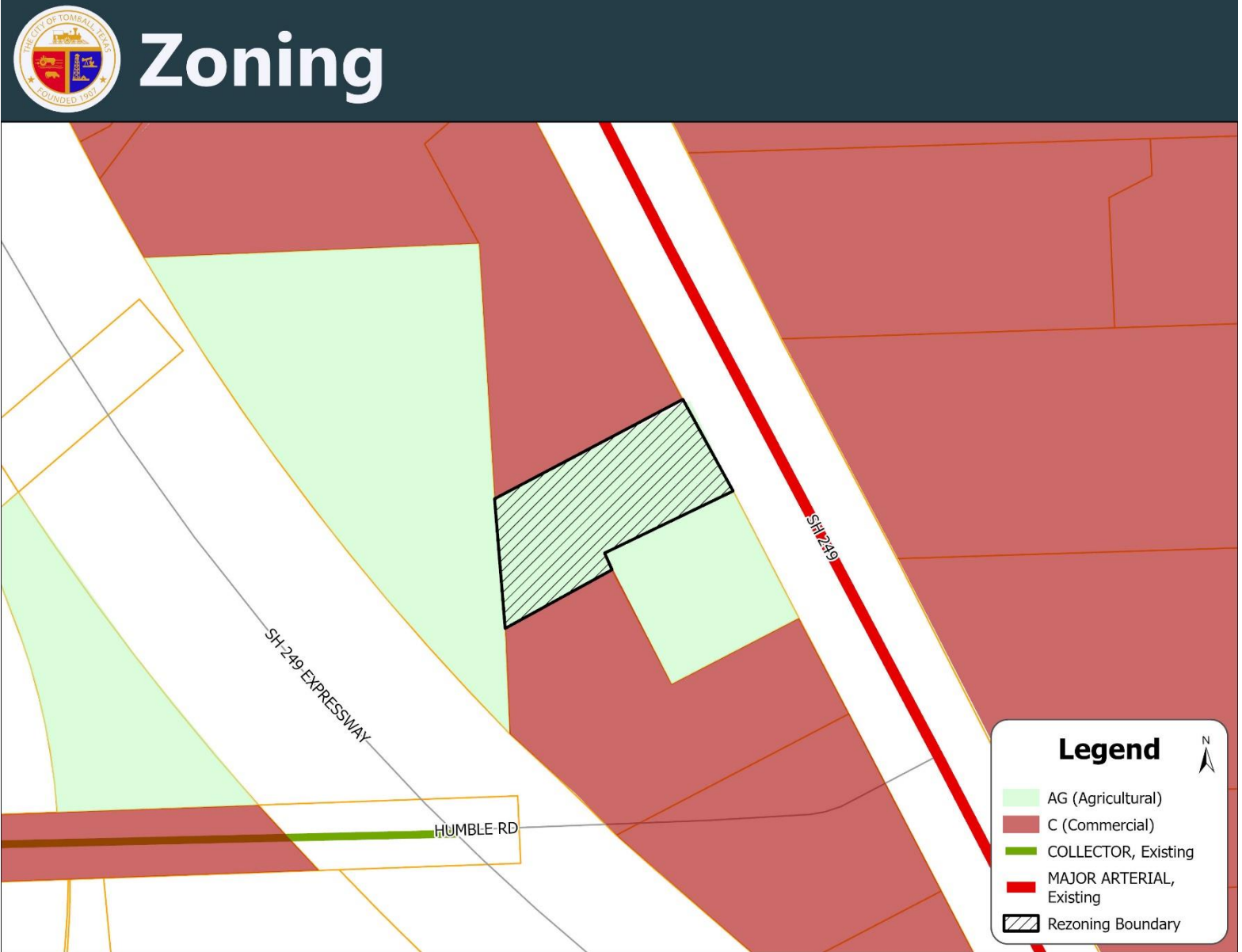


Exhibit "D"
Site Photo(s)
Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (South)



Neighbor (East)



Neighbor (West)

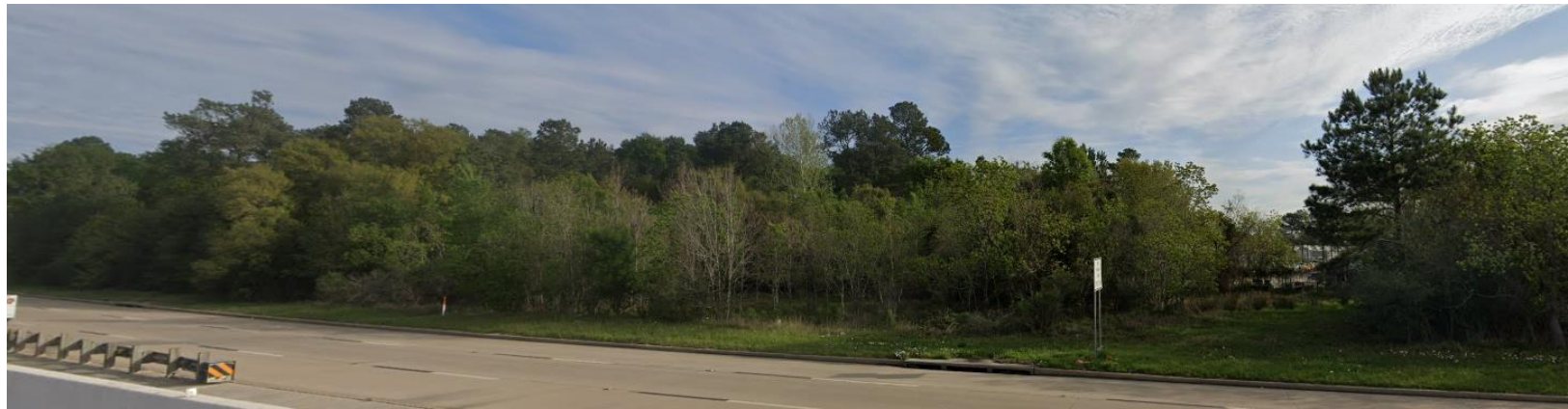


Exhibit "E"
Rezoning Application



Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: J Edwards Concrete & Construction LLC Title: Office Manager
Mailing Address: 10915 Crawford Circle City: Montgomery State: TX
Zip: 77316 Contact: Sarah Louviere
Phone: (348) 225-9686 Email: sarah@jedwardsconcrete.com

Owner

Name: Keith Kitchens / Kitchens Real Estate Family Partnership LTD Title: President
Mailing Address: 27219 State Highway 249 City: Tomball State: TX
Zip: 77375 Contact: Keith Kitchens
Phone: (281) 351-8144 Email: keith@tomballrental.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Storage Warehouse

Physical Location of Property: 27223 State Highway 249
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS 2L & 2Y ABST 632 C N PILLOT
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (AG) : Agricultural

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Current Use of Property: STORAGE

Proposed Zoning District: ~~(AC) Agricultural~~ Commercial

Proposed Use of Property: STORAGE

HCAD Identification Number: 044058000009 Acreage: 1.2

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X [Signature] 10/30/24
 Signature of Applicant Date

X [Signature] 10-30-2024
 Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



J EDWARDS CONCRETE & CONSTRUCTION, LLC.

10915 Crawford Circle,
Montgomery, TX 77316
346-225-9686 * 281-323-1615
sarah@jedwardsconcrete.com
john@jedwardsconcrete.com

To Whom it May Concern,

We are planning to start a project at 27219 State Highway 249, Tomball, TX 77375 that requires a permit. In order to get approval for building permit we need to rezone from the current AG zone into the appropriate zoning district.

Please see attached Deficiency Notice received from the City of Tomball.

Please advise of next steps.

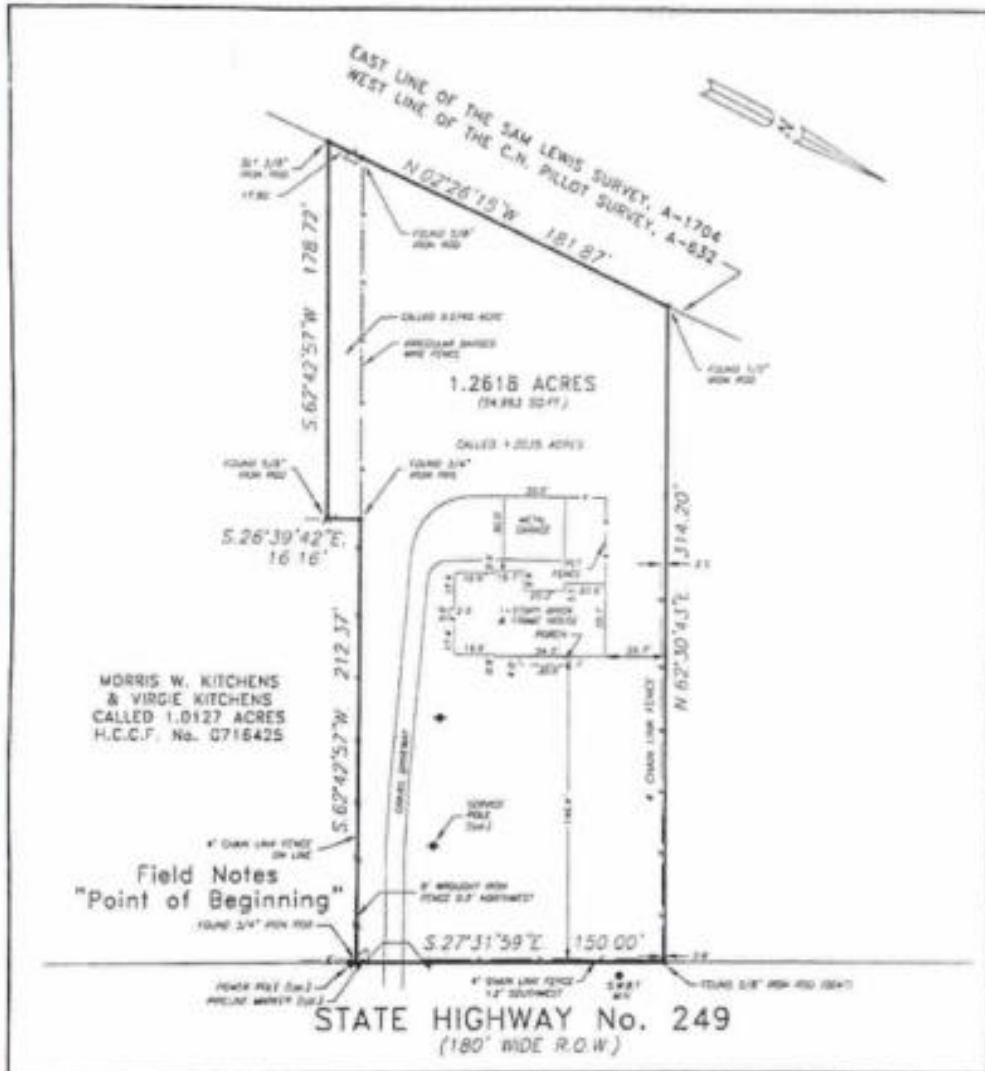
Sincerely,

J Edwards Concrete & Construction, LLC.

4. [Page 1] [Subject Text Box] [Author Benjamin T Lashley] [Status None] Drawing.pdf

10/16/2024

The land use exercised on this property is currently "Nonconforming" within the Agricultural zoning district. Before any expansions can be approved, this property needs to be rezoned into an appropriate zoning district. Please contact blashley@tomballtx.gov for more information. This property is not platted and will require a formal subdivision plat to be reviewed and approved by the City and Recorded at the Harris County Clerk's Office before this Site Permit can be issued. Please contact jsalgado@tomballtx.gov for more information.



MORRIS W. KITCHENS & VIRGIE KITCHENS
 CALLED 1.0127 ACRES
 H.C.C.F. No. 0716425

Field Notes
 "Point of Beginning"

STATE HIGHWAY No. 249
 (180' WIDE R.O.W.)

LOT	N/A	BLOCK	N/A	SUBDIVISION	N/A	SECTION	N/A
RECORDATION	N/A			COUNTY	HARRIS	STATE	TEXAS
ADDRESS	27223 S.H. 249			CITY	TOMBALL	SURVEY	C.N. PILOT SURVEY, A-632
PURCHASER	GREGORY D. KITCHENS AND BEVERLY D. KITCHENS			TITLE COMPANY	ALAMO TITLE	UNDER	KLEIN BANK
						OF No	9850271299

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND FOR THE PROPERTY LEGALLY DESCRIBED HEREON (OR ON ATTACHED SHEET) CORRECTLY REPRESENTS THE FACTS FOUND AT THIS TIME THERE WERE NO APPARENT CONFLICTS IN BOUNDARY LINES OR ENCROACHMENTS OR IMPROVEMENTS, EXCEPT AS SHOWN.

THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE, IS IN ZONE X PER F.I.R.M. MAP No. 48201C 0210 DATED NOVEMBER 6, 1996



David J. Williams



EAGLE SURVEYS INTERNATIONAL, INC.
 34914 S.H. 249, SUITE 180, TOMBALL, TX, 77375
 PHONE: (281) 357-8848 FAX: (281) 357-4715

FIELD WORK	P.E.	5-9-98
DRAFTED BY	D.J.M.	5-14-98
JOB No	98-05-1061	
REV. MAP No	288-Q	SCALE 1"=60'

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed of record in the public records: your social security number or your driver's license number.

SPECIAL WARRANTY DEED
(with Vendor's Lien)

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HARRIS §

THAT **GREGORY D. KITCHENS AND BEVERLY D. KITCHENS**, owning property in the County of **Harris**, Texas, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by **KITCHENS REAL ESTATE FAMILY PARTNERSHIP, LTD.**, hereinafter called "Grantee" (whether one or more), whose mailing address is 23015 Kobs Road, Tomball, Texas 77375, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **Two Hundred Ninety-Six Thousand Dollars and 00/100 (\$296,000.00)**, of even date herewith, payable to the order of **GREGORY D. KITCHENS AND BEVERLY D. KITCHENS**, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to **Timothy Radman**, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described Note, said Vendor's Lien and Superior Title against said property securing the payment of said Note is hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien;

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto said Grantee, the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto said Grantee, his personal representatives, heirs, successors and assigns, FOREVER. Grantor does hereby bind himself, his personal representatives, heirs, successors and assigns, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof **when the claim is by, through or under Grantor but not otherwise.**

RP-2022-481318

UNOFFICIAL COPY

RP-2022-481318

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, standby fees, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

It is expressly agreed that the Grantor herein reserves and retains for himself, his personal representatives, heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the above-described property, premises and improvements, until the above-described Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute.

WHEN this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words, "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Reference to any gender shall include either gender and, in the case of a corporation, shall include the neuter gender, all as the case may be.

DATED this the 9 day of September, 2022.

GRANTORS:

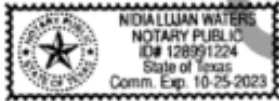
Gregory D. Kitchens
Gregory D. Kitchens

Beverly D. Kitchens
Beverly D. Kitchens

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 9 day of September, 2022, by **Gregory D. Kitchens.**

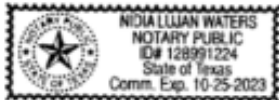


[Signature]
Notary Public, State of Texas
Nidia L. Waters
Printed Name

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 9 day of September, 2022, by **Beverly D. Kitchens.**



[Signature]
Notary Public, State of Texas
Nidia L. Waters
Printed Name

RP-2022-481318

RETURN TO:
Kitchens Real Estate Family Partnership, LTD.
24227 Cougar
Magnolia, Texas 77355

WARRANTY DEED - Page 3 of 4 Pages

EXHIBIT "A"

A 1.2618 acre tract of land (54,963 square feet) being all of a called 1.2035 acre tract as described in a deed recorded in Volume 7326, Page 570 of the Harris County Deed Records and all of a called 0.0740 acre tract out of a called 160 acre tract as described in Volume 3395, Page 47 of the Harris County Deed Records, located in the C.N. Pillot Survey, Abstract 632, City of Tomball, Harris County, Texas, said 1.2618 acre tract being more particularly described as follows:

BEGINNING at a ¼ inch iron rod found in the southwesterly right of way line of State Highway No. 249 (a 180 foot wide right-of-way), said point being the southeast corner of said 1.2035 acre tract and the northeast corner of a called 1.0127 acre tract as described under Harris County Clerk's File No. G716425;

THENCE, South 62° 42' 57" West, along a common northerly line of said 1.0127 acre tract and the southerly line of said 1.2035 acre tract, a distance of 212.37 feet to a ¼ inch iron pipe found for a southwest corner of said 1.0127 acre tract and the northwest corner of said 0.0740 acre tract;

THENCE, South 26° 39' 42" East, along the common northeast line of said 0.0740 acre tract and a southwest line of said 1.0127 acre tract, a distance of 16.16 feet to a 5/8 inch iron rod found for corner;

THENCE, South 62° 42' 57" West, along a common northerly line of said 1.0127 acre tract and the southerly line of said 0.0740 acre tract, a distance of 178.72 feet to a 5/8 inch iron rod set for the southwest corner of said 0.0740 acre tract and of the herein described tract, said point being in the common west line of the aforesaid C.N. Pillot Survey and the east line of the Sam Lewis Survey, Abstract No. 1704;

THENCE, North 02° 26' 15" West, along said survey line, at 17.80 feet passing a 5/8 inch iron rod found for the southwest corner of said 1.2035 acre tract, in all a distance of 181.87 feet to a ½ inch iron rod found for the northwest corner of said 1.2035 acre tract;

THENCE, 62° 30' 43" East, along the northerly line of said 1.2035 acre tract, a distance of 314.20 feet to a 5/8 inch iron rod found for the northwest corner of said 1.2035 acre tract and of the herein described tract, said point being in the southwesterly right-of-way line of said State Highway No. 249;

THENCE, South 27° 31' 59" East, along the southwesterly right-of-way line of said State Highway No. 249, a distance of 150.00 feet to the POINT OF BEGINNING and containing a computed area of 1.2618 acres of land.

This description is based on a ground survey completed on May 9, 1998, and is submitted in conjunction with a survey drawing dated May 14, 1998, Eagle Surveys International, Inc., Job No. 98-05-1061.

RP-2022-481318

RP-2022-481318
Pages 5
09/27/2022 10:57 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$30.00

COPY UNOFFICIAL

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

City Council Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

Consider abandonment of a City of Tomball unimproved right-of-way and adopt, on First Reading, Ordinance No. 2025-03, an Ordinance of the City of Tomball, Texas, finding and determining that public convenience and necessity no longer require the continued existence of an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas; vacating, abandoning, and closing said portion of such unimproved right-of-way; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the city’s interest in said unimproved right-of-way; and containing other provisions relating to the subject.

Background:

Red Grip, LLC has requested abandonment of an existing City of Tomball unimproved right-of-way to allow for additional area for their development on Rudel Drive. The unimproved right-of-way is not needed for roadway purposes; however an overlapping public utility easement will be dedicated where it exists to accommodate existing and future public utilities. For this reason, City Staff has no concerns with the proposed abandonment.

Origination:

Red Grip, LLC

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Community Development Department

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED RIGHT-OF-WAY CONTAINING 0.1032 ACRES OUT OF CODY DRIVE RECORDED IN CLERK’S FILE NO. B394990, FILM CODE NO. 058-15-0196 AND IN VOLUME 8002, PAGE 199 IN THE DEED RECORDS OF HARRIS COUNTY IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH UNIMPROVED RIGHT-OF-WAY; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY’S INTEREST IN SAID UNIMPROVED RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City of Tomball, Texas (“city”) owns an unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas and

WHEREAS, the City Council of the City has determined that public necessity and convenience no longer require the existence of the unimproved right-of-way; and

WHEREAS, the City Council has determined that the unimproved right-of-way should be vacated, abandoned, and closed for the reason that it is no longer needed by the city; and

WHEREAS, the City Council desires to convey the unimproved right-of-way to the owner of the property on which the unimproved right-of-way exists; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. That the facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That the City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the unimproved right-of-way described in Section 3 hereof.

Section 3. That the portion of that certain City of Tomball unimproved right-of-way containing 0.1032 acres out of Cody Drive recorded in Clerk’s File No. B394990, Film Code No. 058-15-0196 and in Volume 8002, Page 199 in the Deed Records of Harris County in the Joseph House Survey, Abstract 34 in Harris County, Texas is hereby vacated, abandoned, and closed.

Section 4. That the City Manager is authorized to execute a quitclaim deed quitclaiming the unimproved right-of-way described in Section 3 hereof to the owners of the property on which the unimproved right-of-way is located.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ____ DAY OF _____ 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ____ DAY OF _____ 2025.

COUNCILMAN FORD _____
COUNCILMAN GARCIA _____
COUNCILMAN DUNAGIN _____
COUNCILMAN COVINGTON _____
COUNCILMAN PARR _____



BASE FLOOD:
NEAREST 100 YR. AT 179.00 FT.

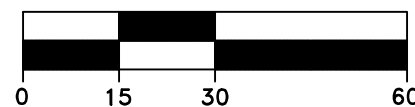
BENCHMARK:

USED FLOODPLAIN RM NO. 100370, EL. 181.93 FT. NAVD88 W/2001 ADJ., BRASS DISC STAMPING 100370, FROM THE INTERSECTION OF SH 249 AND FM 2920, EAST ALONG FM 2920 0.7 MILES TO BAKER, NORTH ALONG BAKER 0.4 MILES TO INWOOD, WEST ALONG INWOOD 0.2 MILES TO BENCHMARK ON LEFT. (GPS READING 180.96')

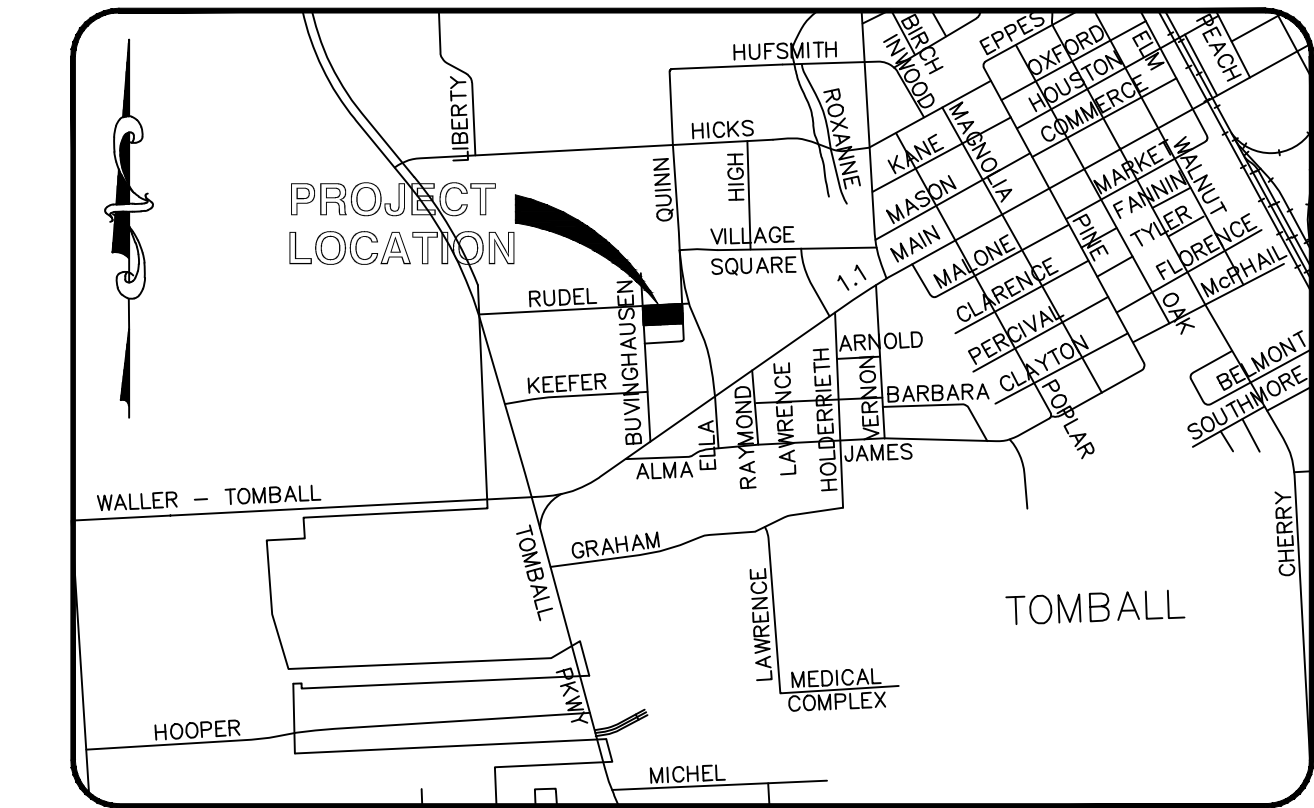
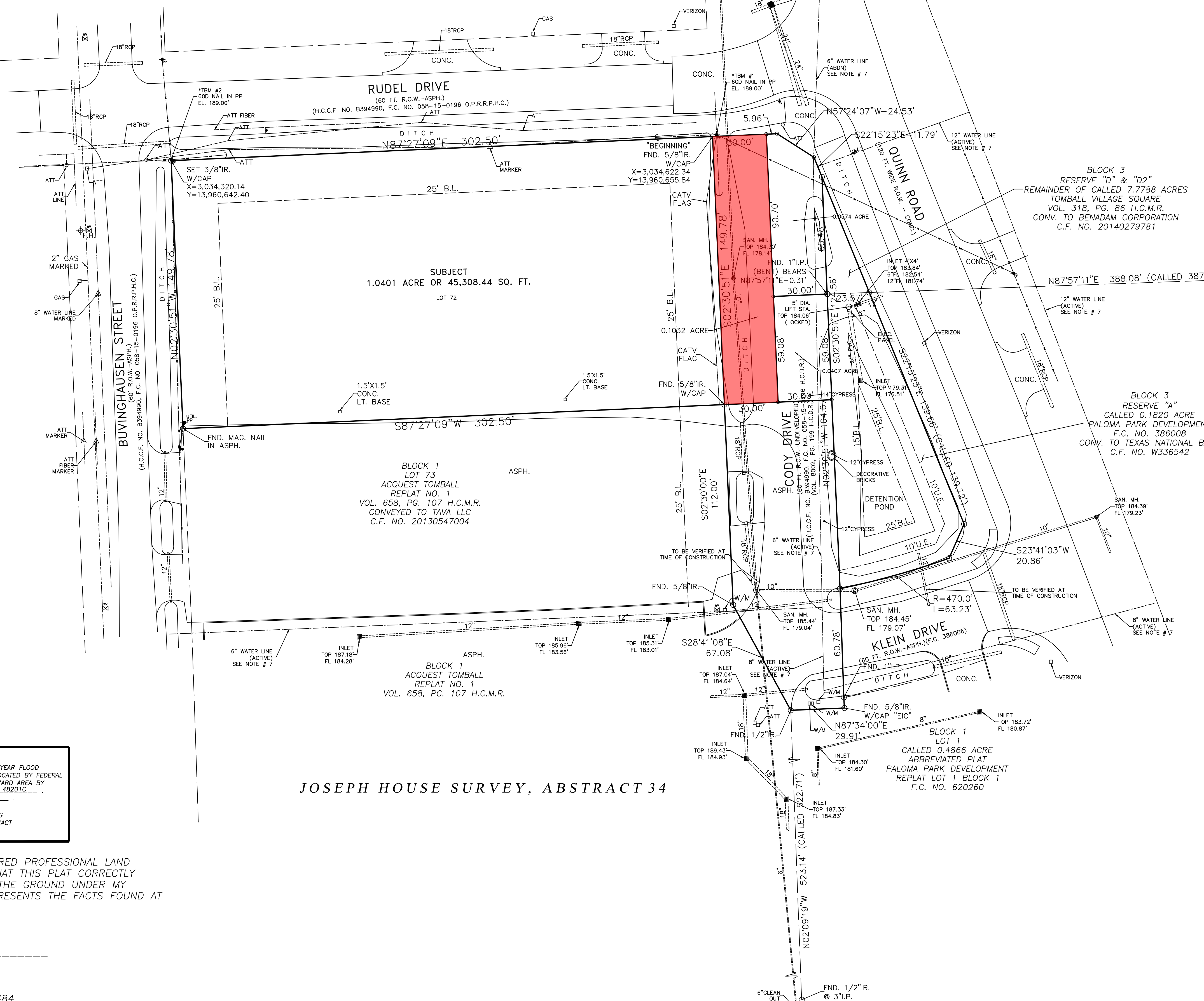


GRAPHIC SCALE

SCALE: 1" = 30'-0"



- LEGEND:
- AC. - ACRES
 - B.L. - BUILDING LINE
 - ESMT. - EASEMENT
 - FC - FIRM CODE
 - CF - CLERKS FILE
 - HCDR - HARRIS COUNTY DEED RECORDS
 - VOL. PG. - VOLUME, PAGE
 - R.O.W. - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - ELEC. - ELECTRIC
 - W/ - WITH
 - FND. - FOUND
 - IR. - IRON ROD
 - U.E. - UTILITY EASEMENT
 - A.E. - AERIAL EASEMENT
 - TYP. - TYPICAL
 - VAC. - VACUUM
 - CONC. - CONCRETE
 - TELE. - TELEPHONE
 - FT. - FEET
 - N - NORTH
 - E - EAST
 - S - SOUTH
 - W - WEST
 - FR. - FRAME
 - BR. - BRICK
 - COMP'S - COMPRESSORS
 - H.C. - HANDICAP
 - STO. STORY
 - BLDG. - BUILDING
 - HT. - HEIGHT
 - P.O.B. - PLACE OF BEGINNING
 - CONV. - CONVEYED
 - NO. - NUMBER
 - REC. - RECORDED
 - GRND. - GROUND
 - A.L. - AREA LIGHT
 - INLET
 - WATER VALVE
 - F.H. - FIRE HYDRANT
 - MARKER
 - STORM MANHOLE
 - FENCE CORNER
 - SANITARY MANHOLE
 - FENCE
 - OVERHEAD ELEC.



VICINITY MAP (NOT TO SCALE)

NOTES:

- 1) BEARINGS REFERENCED TO STATE OF TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83).
- 2) THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE: 1.0000540263.
- 3) THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 5) BUILDER/CONTRACTOR MUST VERIFY ALL BUILDING LINES, EASEMENTS, BUILDING LINE RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, UNDERGROUND PIPELINES, IF ANY, THAT AFFECT SUBJECT PROPERTY, BEFORE STARTING CONSTRUCTION.
- 6) ALL ELEVATIONS SHOWN ARE REAL TIME GPS TEXAS ZONE. ADD 0.97' TO ALL ELEVATIONS SHOWN TO ADJUST TO FLOODPLAIN RM NO. 100370, IF NEEDED.
- 7) WATER LINES SHOWN ARE PER UTILITY MAP ONLY. UNLOCATED IN THE FIELD.
- 8) ADDRESS: 0 RUDEL DRIVE, TOMBALL, TEXAS 77375.

FLOOD INFORMATION

*THIS TRACT OR LOT IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. 4803315 MAP No. 482011C, PANEL No. 0210L, DATED 06/18/2007.

*THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

JOSEPH HOUSE SURVEY, ABSTRACT 34

OWNER(S):
RED GRIP, LLC,
A TEXAS LIMITED LIABILITY COMPANY

SURVEYOR:
TIMELINE SURVEY, LLC
C. PAUL JONES, SR., R.P.L.S. 5480
P.O. BOX 701
FRIENDSWOOD, TEXAS 77549
PHONE: (713)473-3502
EMAIL: info@timelinesurvey.com

BOUNDARY & TOPOGRAPHY SURVEY

OF 1.0401 ACRE OR 45,308.44 SQ. FT. BEING

LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1,

AN ADDITION IN HARRIS COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT THEREOF

RECORDED IN VOLUME 658, PAGE 107 OF THE

HARRIS COUNTY MAP RECORDS

IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34

HARRIS COUNTY, TEXAS

SCALE: 1" = 30' DATE: OCTOBER 10, 2022
ROAD ABANDONMENT: AUGUST 1, 2023

C. PAUL JONES, SR.
R.P.L.S. 5480
STATE OF TEXAS
LICENSE/REGISTRATION NO. 10194684

City Council Meeting Agenda Item Data Sheet

Meeting Date: February 3, 2025

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee- City Attorney
- Sec 551.076 – Deliberation Regarding Security Devices

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda:

David Esquivel, City Manager