

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



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

Notice is hereby given of a Special meeting of the Tomball City Council, to be held on Monday, January 20, 2025 at 5:00 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: 824 4424 2142 Passcode: 134366** . 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. 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.]
- 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. 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 17th day of January 2025 by 5:00 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: January 20, 2025

Topic:

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.

Background:

Several cities in the state of Texas have ordinances designed to limit the noise pollution created by vehicular traffic. While the City of Tomball has a robust noise ordinance in existence, increased traffic, expanding commerce, and growth of the City streets provides an opportunity to further enhance the City’s ability to enforce excessive and unnecessary noise caused by engine braking.

Origination: Tomball Police Department

Recommendation:

Staff recommends approving Ordinance 2024-42

Party(ies) responsible for placing this item on agenda: Jeffrey Bert, Chief of Police

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: Jeffrey Bert **Approved by:** _____
Staff Member Date City Manager Date

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.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is a home-rule municipality pursuant to section 5 article 11 of the Texas Constitution and, as such, is vested with the power of local self-government; and

WHEREAS, the City Council finds that unreasonable noise emitting from the use of engine braking systems of trucks travelling within the City limits of the City to be a nuisance which detract from the health, safety, and general welfare of residents and is disruptive to the businesses located within the City; and

WHEREAS, the City Council seeks to continue to promote health, safety, and general welfare within the City limits by prohibiting the particular vehicle operations which create the specific noise nuisance:

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

Section 1. The findings contained in the preamble of this Ordinance are hereby found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Section 44-67, Article 3, Operation of Vehicles, Engine Brake Prohibited, is hereby added, such Section 44-67 to read as follows:

“Engine Brake Prohibited. The City Council hereby finds the operation of engine or motor brakes contributes to the destruction of pavement and produces unreasonably loud, disturbing, and unnecessary noise, and hereby declares such to be a nuisance and hereby declares it to be unlawful for an operator of a motor vehicle to use such an engine braking system within the City limits.

(a) Definitions.

- (1) “Engine Braking” and “Engine Compression Brake” shall mean the use or operation of any mechanical exhaust or retarding device designed to aid in the braking, decompression, or deceleration of a motor vehicle, rather than by using the vehicle’s foundation brakes which use results in the excessive, loud, unusual or explosive noise from such vehicle in excess of state or federal noise standards for said vehicles.
- (2) “Motor Vehicle”. Shall have the same meaning as the term is defined by the Texas Transportation Code § 541.201, as amended.

(b) Offense.

Engine braking, as defined in this Ordinance, shall be unlawful within the City limits of Tomball, Texas. Therefore, it shall be an offense for the driver of any motor vehicle to use or operate or cause to be used or operated within the City limits any engine brake, jake brake, compression brake, dynamic braking system, mechanical exhaust device, or other similar device designed to aid in the braking or deceleration of any motor vehicle that results in excessive, loud, unusual, or explosive noise from such vehicle.

(c) Exceptions.

- (1) Sounds created by emergency equipment for emergency purposes shall be exempt.
- (2) Sounds created by City-owned equipment for emergency purposes shall be exempt.

(d) Defenses.

It is an affirmative defense to conviction of an offense under this Ordinance that the engine braking system was used to slow the motor vehicle in order to avoid imminent danger.

(e) Signage.

The City Manager is hereby directed to ensure signs are installed at appropriate locations within the City rights-of-ways prohibiting the use of engine braking exhaust systems except during emergency operations as set forth in this Ordinance and to coordinate any necessary actions by and through the Texas Department of Transportation (“TxDOT”) and/or Harris County for any rights-of-way that may require such coordination. Signage shall be in conformance with Texas Manual on Uniform Traffic Control

Devices (TMUTCD).

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence 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 4. 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 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

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 _____2024.

- COUNCILMAN FORD
- COUNCILMAN GARCIA
- COUNCILMAN DUNAGIN
- COUNCILMAN COVINGTON
- COUNCILMAN PARR

SECOND READING:

READ, PASSED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ___ DAY OF _____ 2024.

- COUNCILMAN FORD
- COUNCILMAN GARCIA
- COUNCILMAN DUNAGIN
- COUNCILMAN COVINGTON
- COUNCILMAN PARR

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

TRACYLYNN GARCIA, City Secretary
City of Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: Feb. 03, 2025

Topic:

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.

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. Staff is currently reviewing the scope of work and will work to finalize the scope for the Feb. 3 City Council meeting. A copy of the scope is attached for Council's review and feedback.

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 1/15/2025 **Approved by:** _____
Staff Member Date City Manager Date

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

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	<u>\$6,000.00</u>
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

City Council Agenda Item Data Sheet

Meeting Date: January 20, 2025

Topic:

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.

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:

Red Grip, LLC

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E.

FUNDING (IF APPLICABLE)

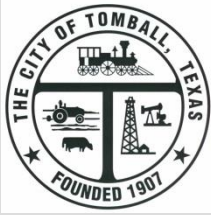
Are funds specifically designated in the current budget for the full amount required for this purpose?

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



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:

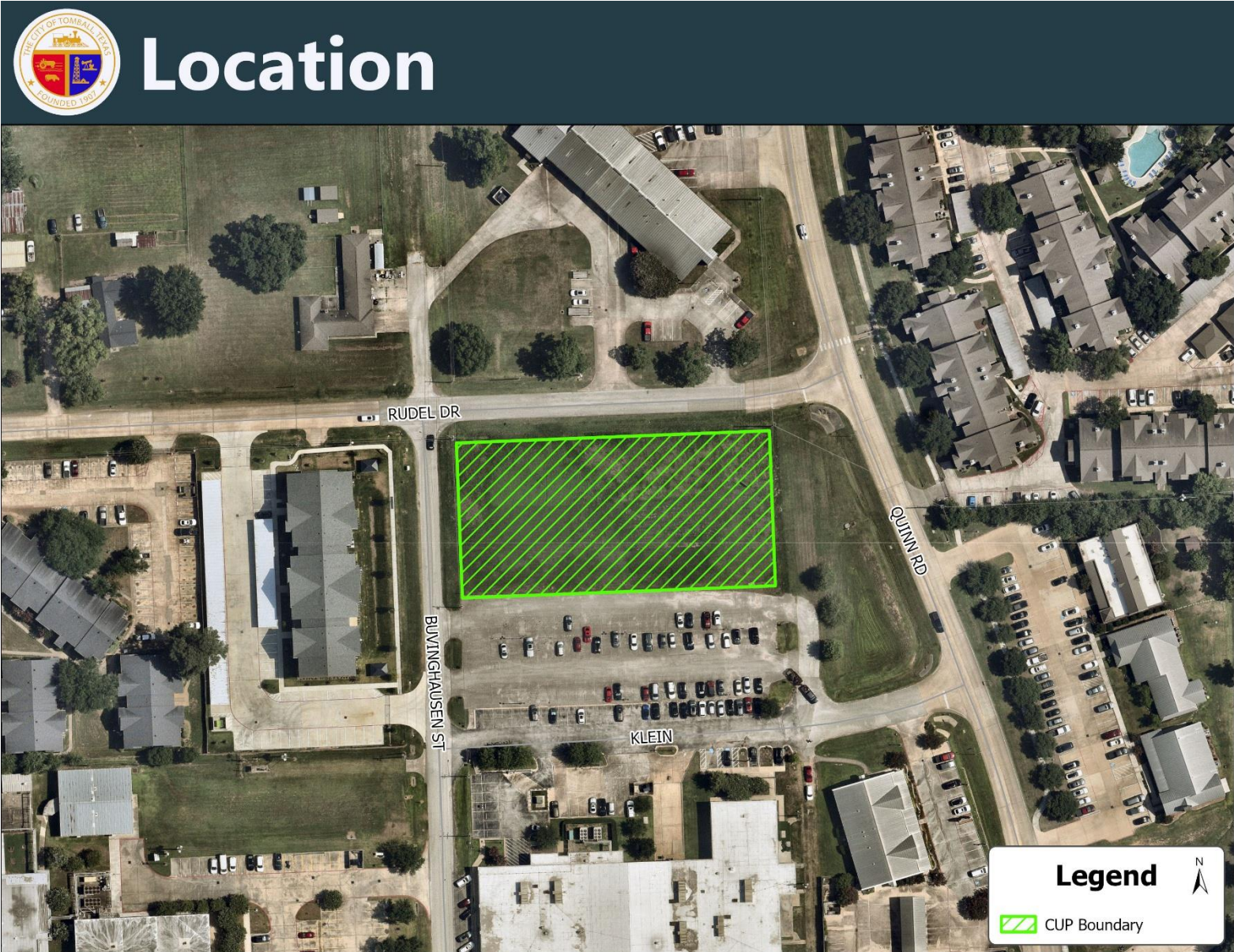
- ❖ The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- ❖ “No Stopping or Standing” signage shall be placed along the entire Rudel Drive frontage.
- ❖ Three parking spaces within the development shall be clearly marked with signage and paint for drop-off and pick-up 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

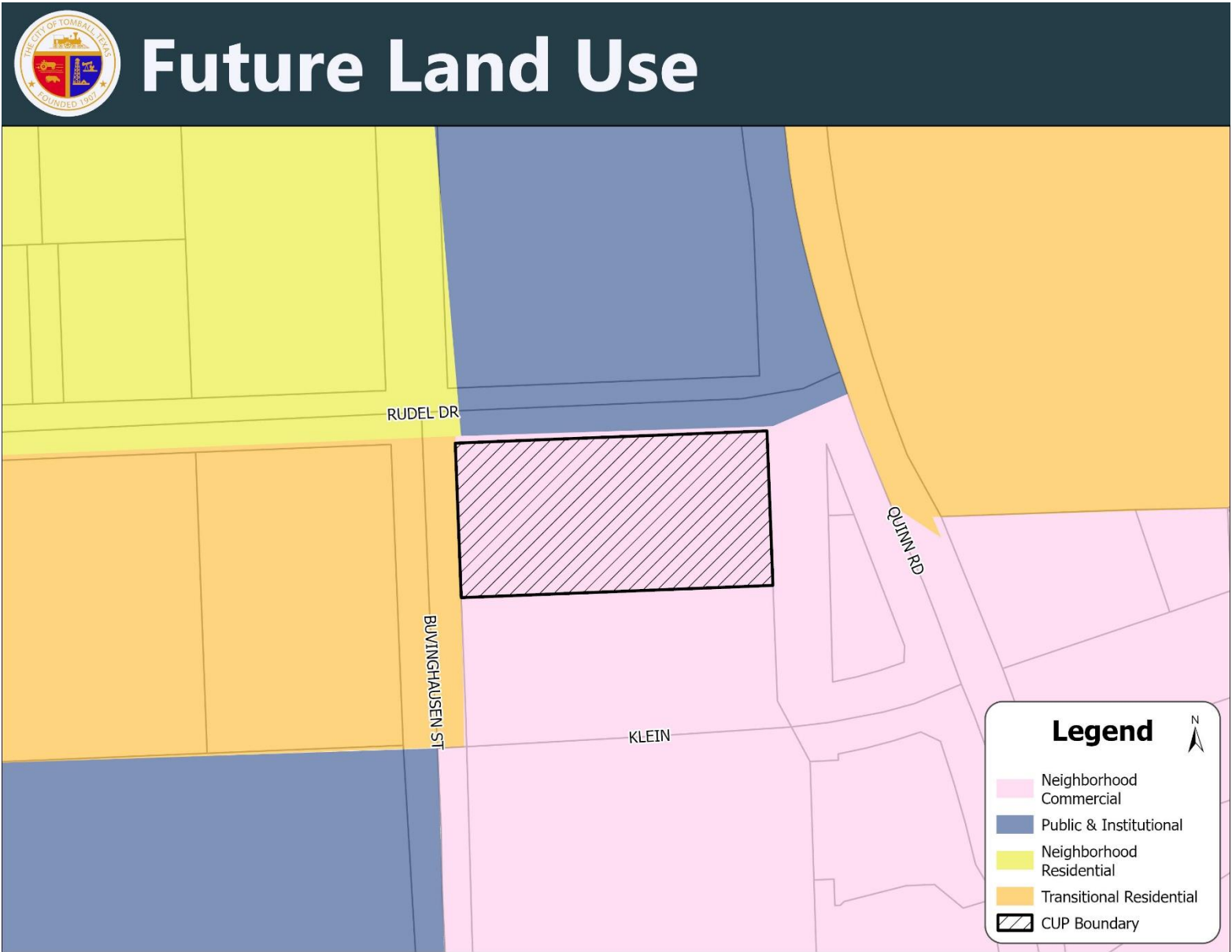
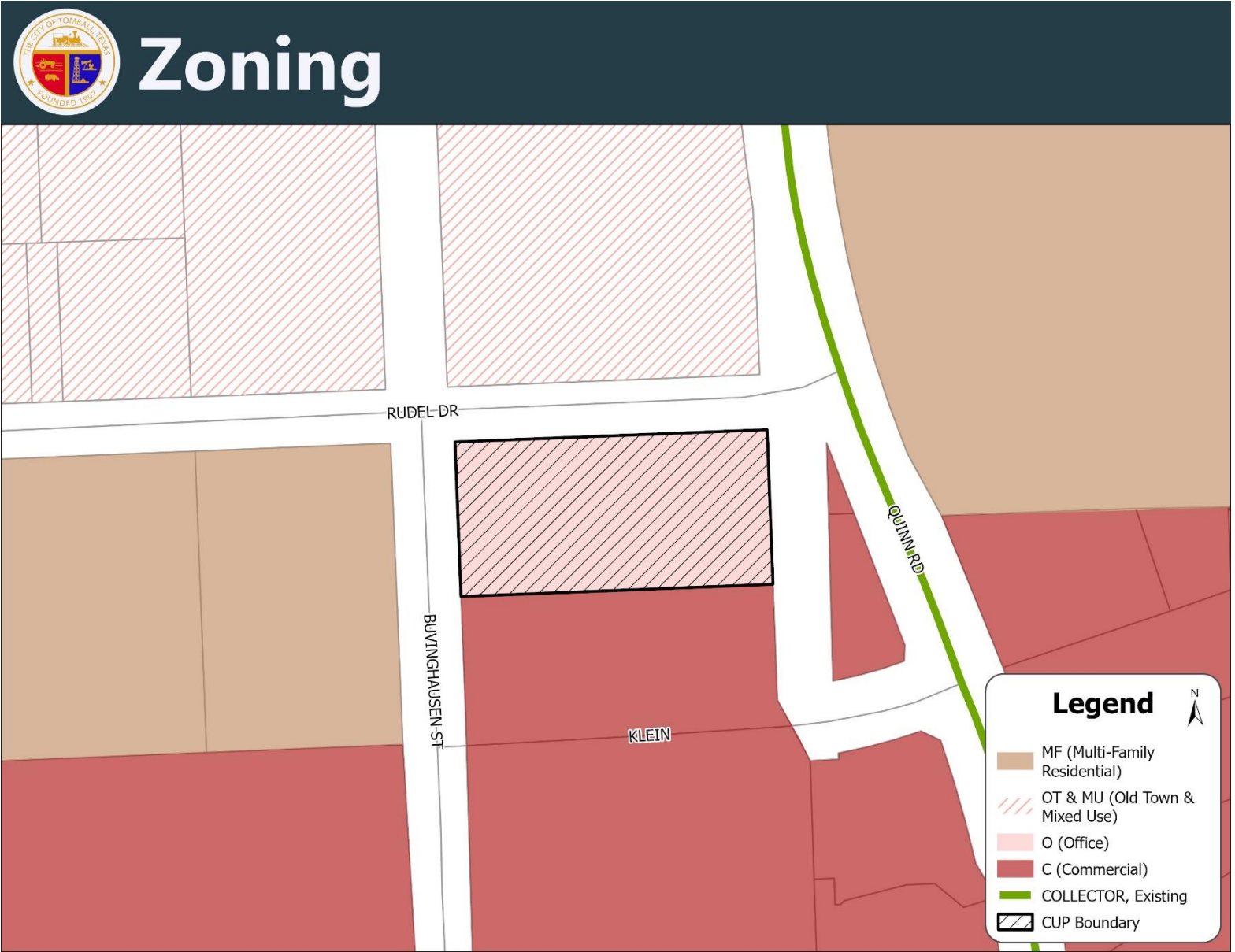


Exhibit "C" Zoning Map



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: _____

Revised: 10/1/2022

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

Revised: 08/25/2023

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.

Revised: 08/25/2023

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.

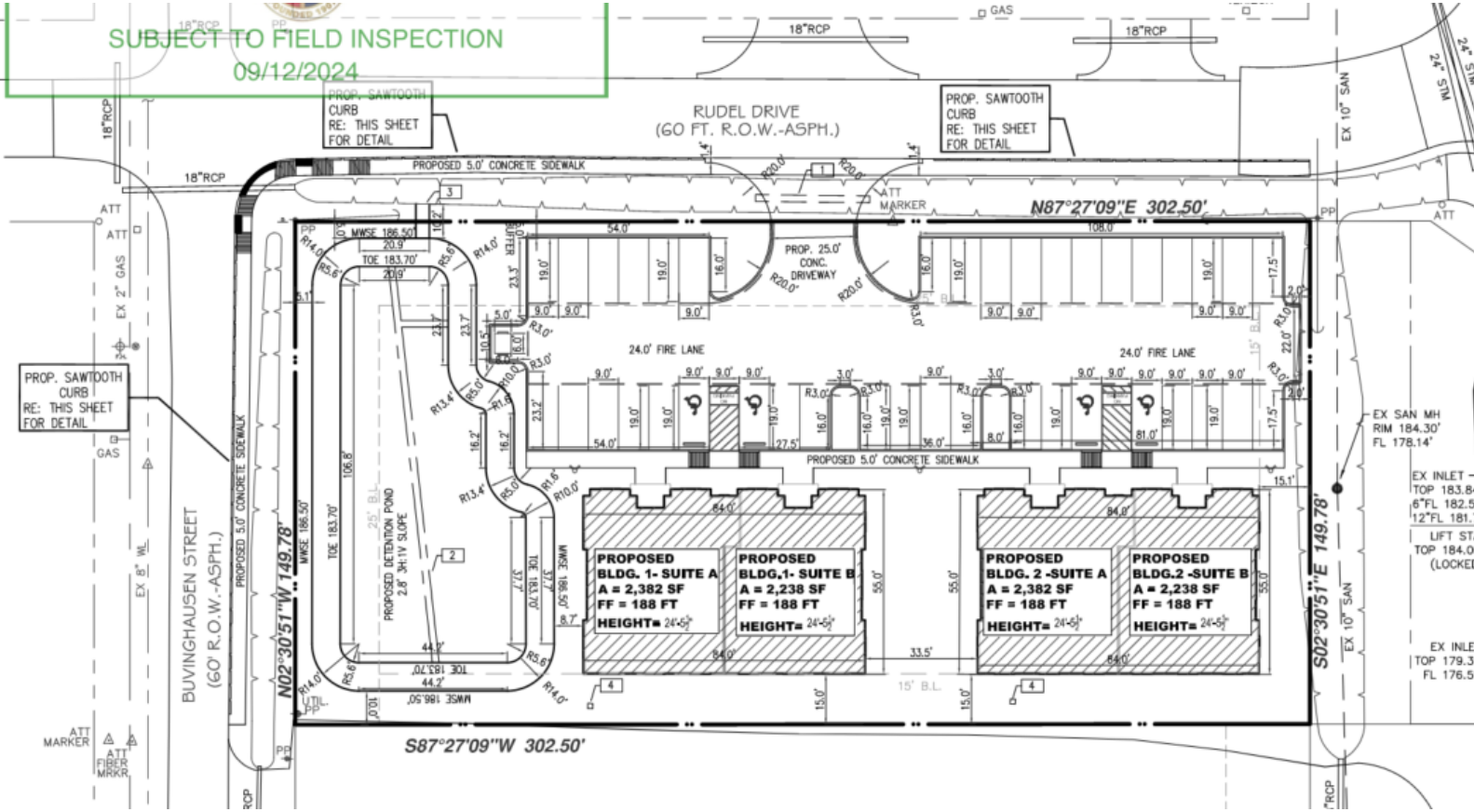
The Daycare owners I have met with the TEDC and we have done a Pre-development meeting with Tomball. We are referring to this as a Daycare however it is actually a Early Learning Center as it is curriculum heavy unlike a Daycare.

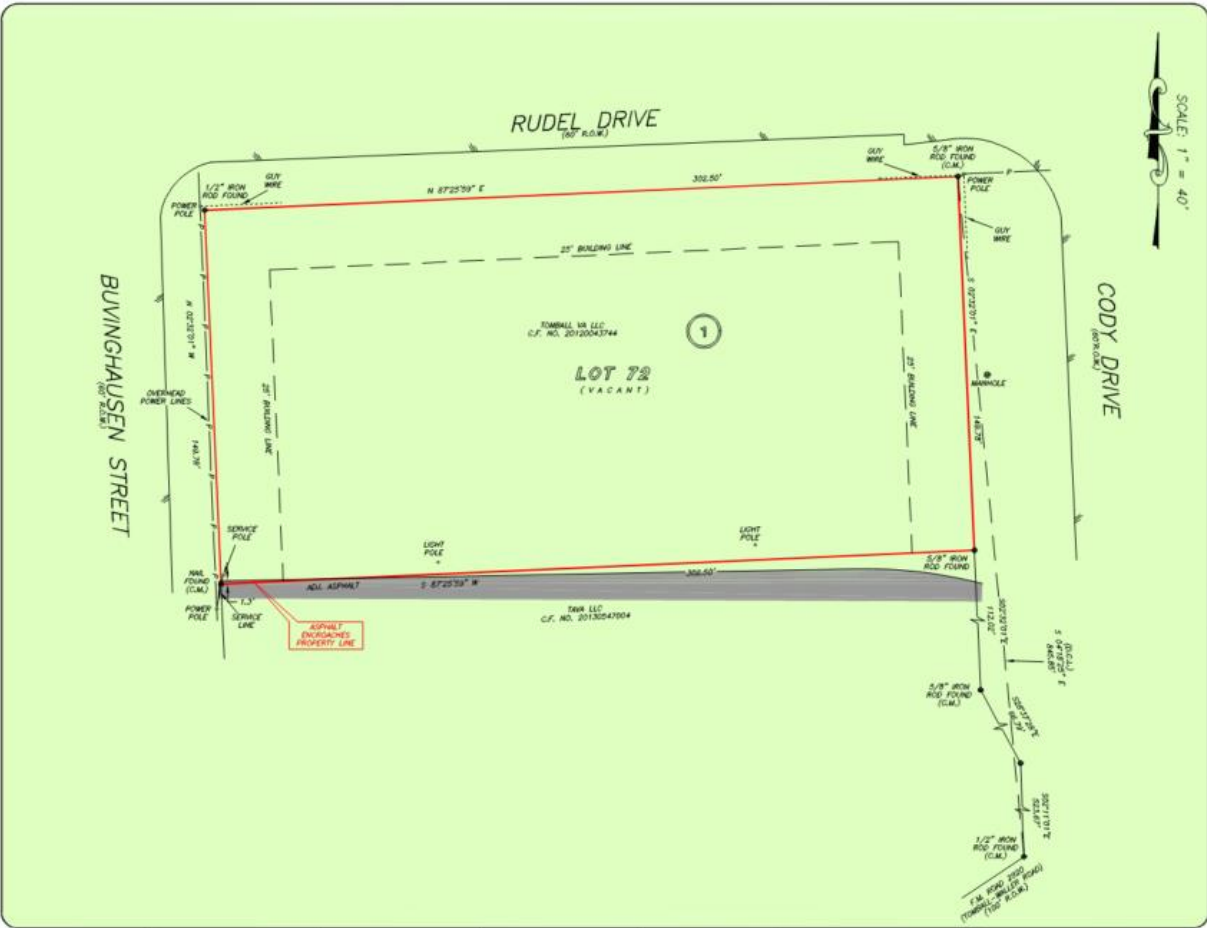
We do not foresee any issues with this CUP as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare 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





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 8' WIDE, TOGETHER WITH AN ADJACENT
 20' WIDE EXTENDING UPWARD AS PER C.F. NO. 20120163704.

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, P.S. 453, 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
 EXP. 02/22-02/26
 MARCH 31, 2022

	 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
--	--	--	-------------------------------	--

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 Agenda Item Data Sheet

Meeting Date: January 20, 2025

Topic:

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.

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.

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E.

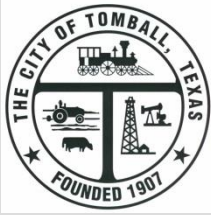
FUNDING (IF APPLICABLE)

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



**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

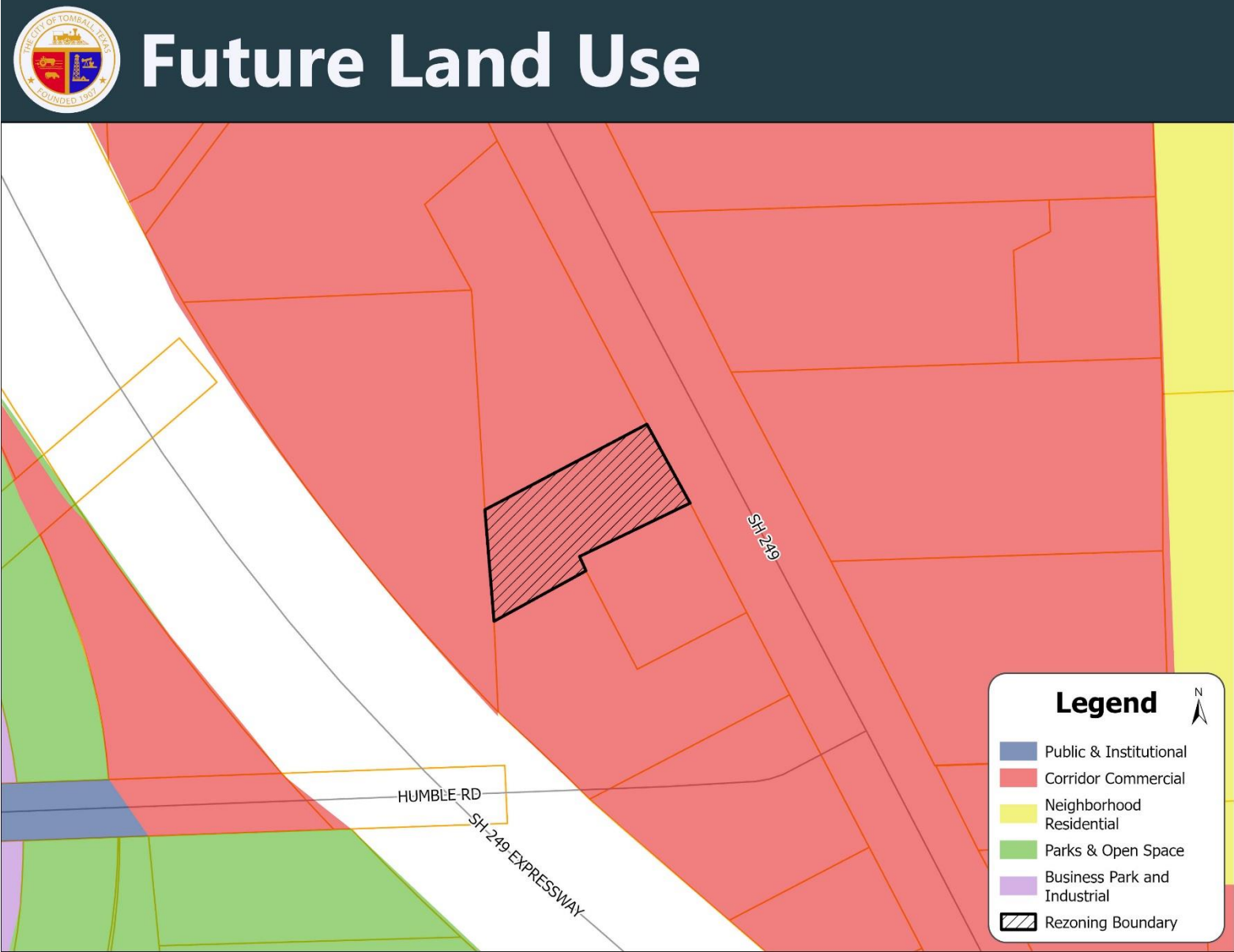
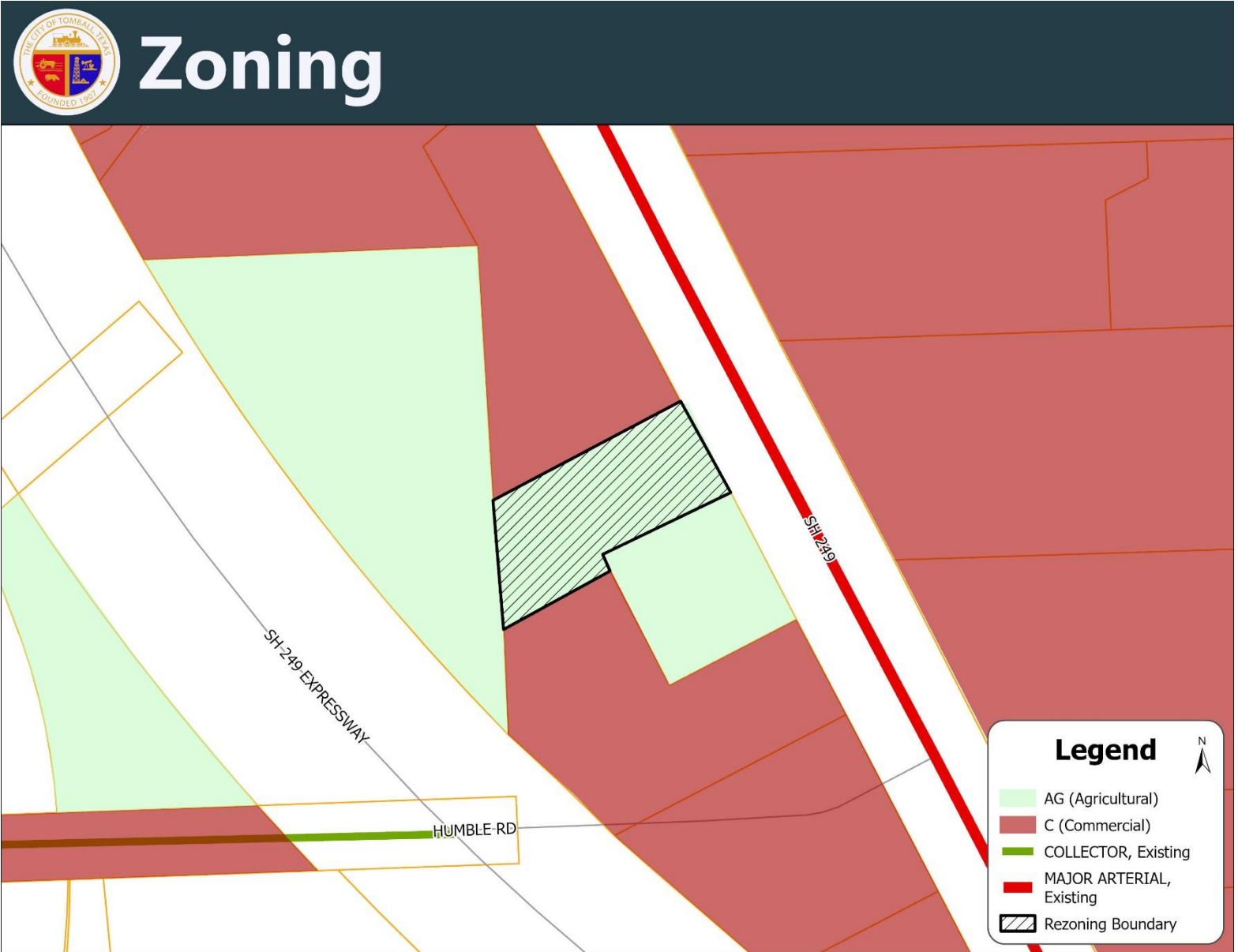


Exhibit "C" Zoning Map



**Exhibit “D”
Site Photo(s)
Subject Site**



Neighbor (North)



Neighbor (South)



Neighbor (South)



Neighbor (East)



Neighbor (West)

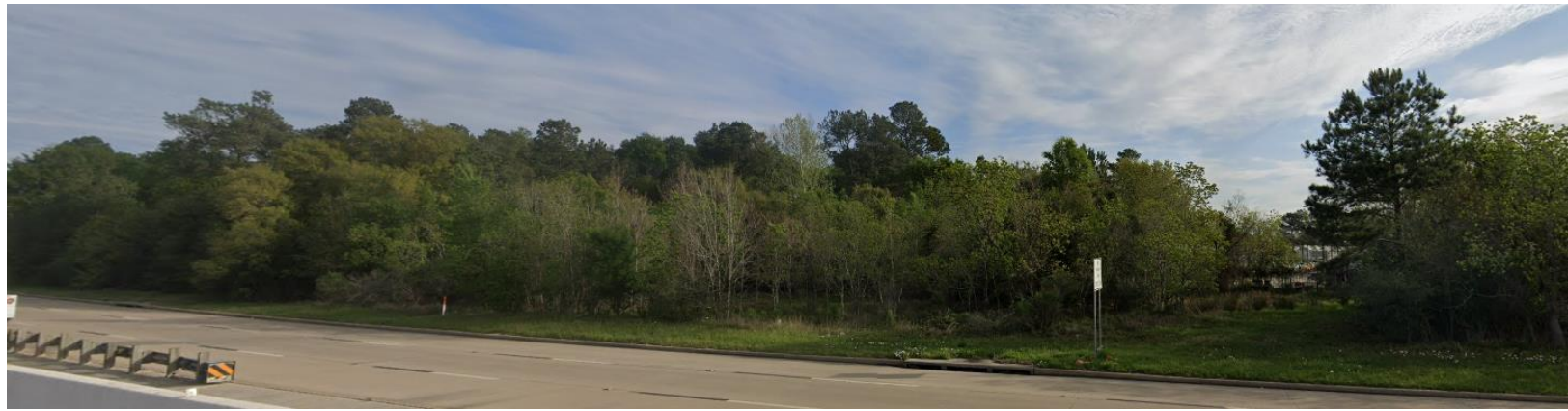


Exhibit "E" Rezoning Application



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) 225-9886 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

Revised: 08/25/2023

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

Revised: 08/25/2023

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.

Revised: 08/25/2023

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.

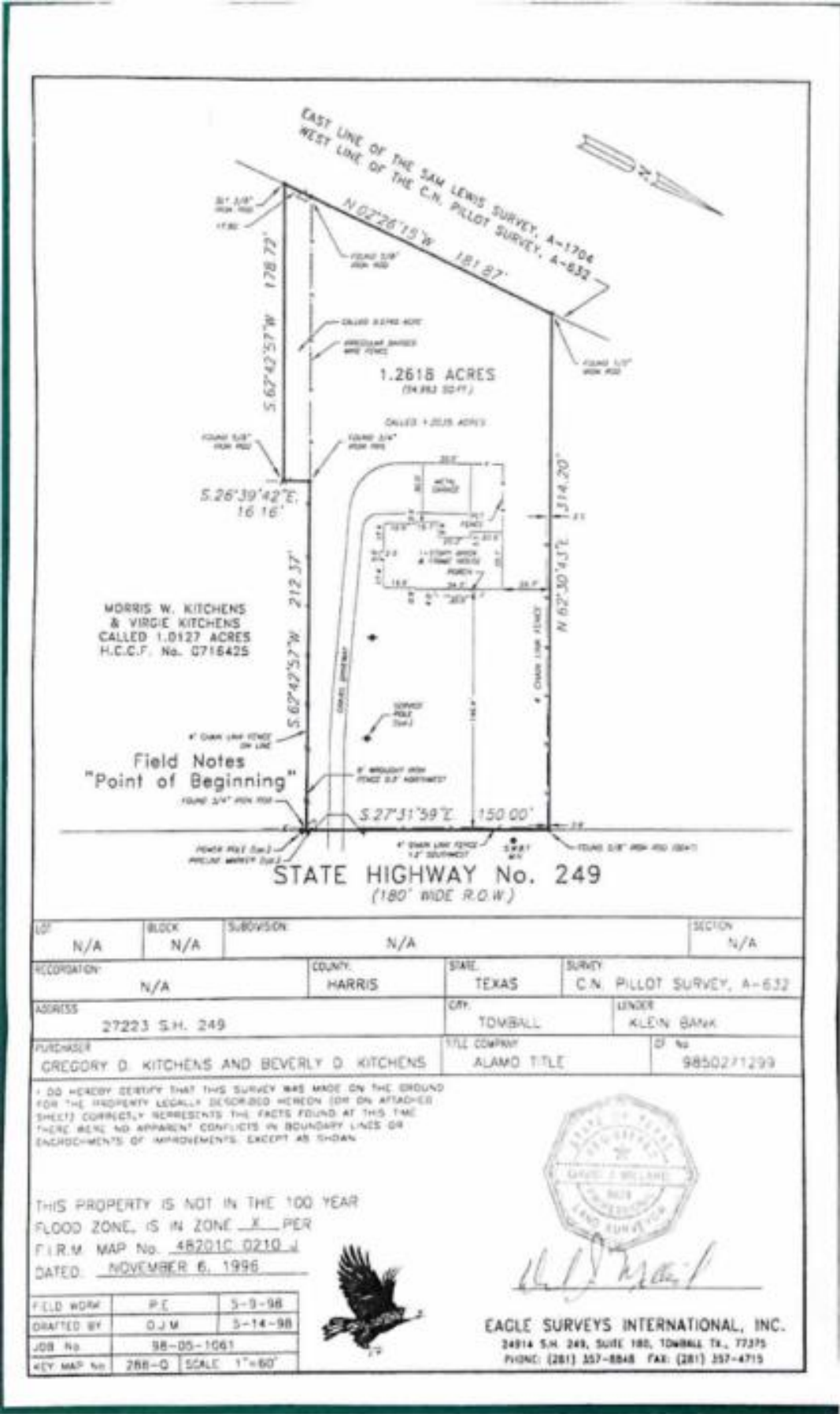
Sincerely,

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
						SURVEY	C.N. PILOT SURVEY, A-632
ADDRESS	27223 S.H. 249			CITY	TOMBALL	UNDER	KLEIN BANK
PURCHASER	GREGORY D. KITCHENS AND BEVERLY D. KITCHENS			TITLE COMPANY	ALAMO TITLE	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



[Handwritten Signature]

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'



EAGLE SURVEYS INTERNATIONAL, INC.
 34914 S.H. 249, SUITE 180, TOMBALL, TX, 77375
 PHONE: (281) 357-8848 FAX: (281) 357-4715

RP-2022-481318
09/27/2022 ER \$30.00

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

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

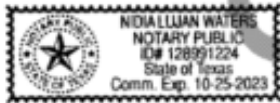
Beverly D. Kitchens
Beverly D. Kitchens

RP-2022-481318

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Harris

This instrument was acknowledged before me on the 9 day of September, 2022, by **Gregory D. Kitchens.**

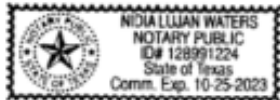


[Signature]
Notary Public, State of Texas
Nidia L. Waters
Printed Name

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

RP-2022-481318

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 Meeting Agenda Item Data Sheet

Meeting Date: January 20, 2025

Topic:

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.

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

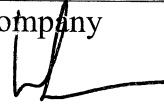
This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

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.

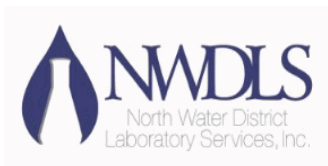


Exhibit B

130 S. Trade Center Pkwy, Conroe, TX
 Tel: (936) 321-1111
 Email: lab@nwdls.com
 www. NWDLS.com

Item 5.

TCEQ TX-C24-00185

Analytical Services Quotation

Printed: 12/18/2024

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

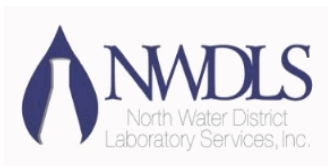
Bid ID: 20241218133229AEN

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



Item 5.

TCEQ TX-C24-00185

Analytical Services Quotation

(Continued)

Printed: 12/18/2024

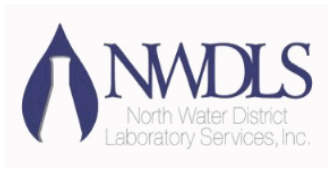
For: **City of Tomball**
 Project: City of Tomball North & South Plants -Annl WW 25
 Manager: James Linney

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



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

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: January 20, 2025

Topic:

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.

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 Meagan Mageo Approved by _____
Staff Member Date City Manager 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 OCTOBER 2022.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: February 3, 2024

Topic:

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.

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
Staff Member _____
Date _____

Approved by _____
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: January 20, 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 \$4,847,000 (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.

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, including 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).

The proposed professional services agreement with Freese & Nichols will be for construction management and commissioning of the treatment plant following construction. The final scope and proposal is pending submission to staff and will be presented at the Feb. 3, 2025 City Council meeting for approval in conjunction with the GMP-1 professional services agreement with PLW Waterworks. The proposed contract will not exceed the budget estimate provided of \$4,847,000. 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 Issuance Required

Origination: Project Management

Recommendation:

Staff recommends approving a Professional Services Agreement Freese & Nichols, Inc. for construction phase services for the South Wastewater Treatment Plant Expansion for a not-to-exceed amount \$4,847,000 (budget estimate).

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 _____

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 20, 2025

Topic:

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.

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?

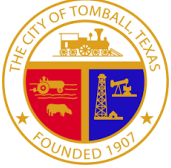
Yes: _____ No: _____ If yes, specify Account Number: #400-614-6409

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

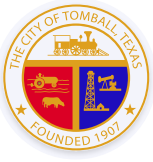
City of Tomball



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

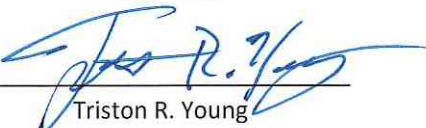
**CURRENT REVISION
APPROVAL TO ISSUE**

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:

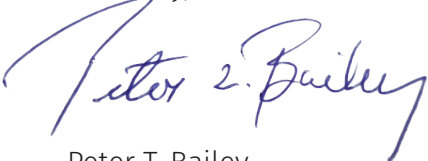
- Section 1 provides a full cost breakdown for all direct construction costs (Tier 1 purchase orders) and summary of all allowance items.
- Section 2 provides a schedule for the GMP 1 work activities.
- Section 3 provides a summary of all plans, specifications, assumptions, and clarifications.

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

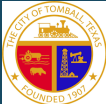
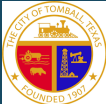


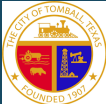
Exhibit A.1 GMP Breakdown and Work Package Cost Summary



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

Item 9.

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

Item 9.

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	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	\$ 61,470.00	\$ 61,470.00
3	Division 26 - Switchboards	1	EA	\$ 307,350.00	\$ 307,350.00
4	Division 26 - Distribution Panelboards	3	EA	\$ 10,245.00	\$ 30,735.00
5	Division 26 - Low Voltage Motor Centers (MCCs)	3	EA	\$ 133,185.00	\$ 399,555.00
6	Division 26 - Industrial Control Panels	1	LS	\$ 153,675.00	\$ 153,675.00
7	Division 26 - Variable Frequency Drives - for Submersible Pumps (44 42 56.04)	6	EA	\$ 25,612.00	\$ 153,672.00
8	Division 26 - Variable Frequency Drives - for Multi-Stage Centrifugal Blowers (43 11 17)	4	EA	\$ 49,944.00	\$ 199,776.00
9	Division 26 - Variable Frequency Drives - for Progressing Cavity Pumps (44 42 56.13)	1	EA	\$ 30,735.00	\$ 30,735.00
10	Division 26 - Variable Frequency Drives - for RAS/WAS pumps (44 42 56.14)	8	EA	\$ 24,972.00	\$ 199,776.00
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	UNIT COST	COST
1	Supplier Equipment Storage	1	LS	\$ 42,000.00	\$ 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

Item 9.

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

11/19/20
Item 9.

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*

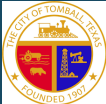
<u>Bid Evaluation Criteria:</u>	<u>Weighting Value</u>
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	50 Points
Technical Proposal	
Safety (EMR & TRIR) <i>(Provide your current Workers Compensation Experience Rating (EMR) 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

Item 9.

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/ Item 9.

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

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/ Item 9.

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: 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**
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 - Screwpactor	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

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
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.

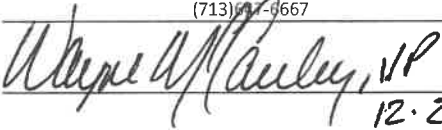
PLW TERMS & CONDITIONS:

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:  12.2.24

<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

Vulcan Industries



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

11/19/ Item 9.

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 Item 9.

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

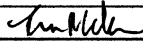
SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

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): 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

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


Item 9.

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**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/11/2024

Item 9.

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):			2 Wks			
Access Doors Fabrication & Delivery (from Approval of Submittals):			5 Wks			
Submersible Pumps Submittal Development (from date of PO Execution):			4 Wks			
Submersible Pumps Fabrication & Delivery (from Approval of Submittals):			16 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

Item 9.

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.

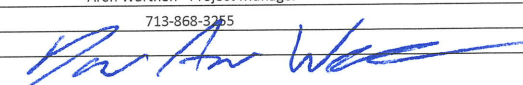
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, 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

Item 9.

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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/26
Item 9.

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
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.



**Request For Proposal
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/24
Item 9.

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*

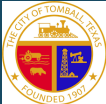
Bid Evaluation Criteria:	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply and 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

Item 9.

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/ Item 9.

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/ Item 9.

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):

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

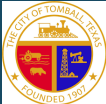
<u>Bid Evaluation Criteria:</u>	Weighting Value
Description	
Cost Proposal	
Complete Bid Package Cost <i>(Lowest Price/Evaluated Proposal Price) x Points Available = Score</i>	70 Points
Technical Proposal	
Experience and Qualifications <i>(Provide Subcontractor/Supplier Information Form, Scope of Supply 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

Item 9.

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
Item 9.

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
- 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):

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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/5/ Item 9.

PACKAGE NO.: EW P1-01.07

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 assuming an alpha of 0.6 for all conditions.
- 2 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 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.
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15



**Request For Proposal
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/5/ Item 9.

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*

<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

Aquarius Technologies



**Request For Proposal
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/25/ Item 9.

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/ Item 9.

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)

- 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: 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
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/25/ Item 9.

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/ Item 9.

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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/ Item 9.

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.

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): 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
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

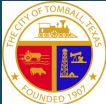
Compliance with Proposal Terms and Conditions	
Conformance with Bid Package Requirements <i>(Any exclusions to the contract documents or design requirements Need to be listed on company's letterhead and submitted with the proposal.)</i>	15 Points
TOTAL	100 Points

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

Item 9.

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

Item 9.

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

Item 9.

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/ Item 9.

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/ Item 9.

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
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

Item 9.

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**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/ Item 9.

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
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:

<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
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/ Item 9.

<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

Continental Blower



**Request For Proposal
Bid Form - Suppliers**

11/19/2024

Item 9.

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
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"
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):

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 <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



**Request For Proposal
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/2024

Item 9.

	TOTAL	100 Points
--	--------------	-------------------

Lone Star Blower Inc.



**Request For Proposal
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/

Item 9.

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 Item 9.

Acknowledgment 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.
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

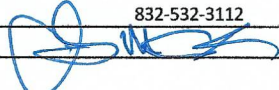
This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
 The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful 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):

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
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

Item 9.

Bid Tabulation	BUDGETED		WesTech		Walker Process Equipment		Ovivo		BIDDER 4		BIDDER 5	
			Environmental Improvements Inc.		HRM Environmental							
			BIDDER 1		BIDDER 2		BIDDER 3					
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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/ Item 9.

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
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):


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>	
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	



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

11/19/ Item 9.

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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/20/2024

Item 9.

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

Item 9.

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 24-0119S |
| 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):

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 <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
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/20/2024

Item 9.

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/ Item 9.

PACKAGE NO.: EW P1-01.10
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
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
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

<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

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

Item 9.

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						
Bid Item	Weight	1	2	3	4	5
		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
Bid Form - Suppliers
 Tomball South Wastewater Treatment Plant (TSWWTP)
 Expansion Project - CMAR

12/7/ Item 9.

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/ Item 9.

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
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 cos 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

Item 9.

Bid Tabulation	BUDGETED		BOERGER		VOEGELSANG		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	VOEGELSANG	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

11/15/24
Item 9.

PACKAGE NO.: EW P1-01.12
 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):	<u>3 Weeks</u>
WAS Pumps Fabrication & Delivery (from Approval of Submittals):	<u>10 Weeks</u>
RAS Pumps Submittal Development (from date of PO Execution):	<u>3 Weeks</u>
RAS Pumps Fabrication & Delivery (from Approval of Submittals):	<u>10 Weeks</u>

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

Item 9.

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
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/15/2024

Item 9.

(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/ Item 9.

PACKAGE NO.: EW P1-01.12
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/ Item 9.

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
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):

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/ Item 9.

<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/ Item 9.

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/ Item 9.

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: 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

<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

Item 9.

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		\$ 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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/ Item 9.

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**

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.
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.

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

Item 9.

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					

245

Item 9.

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.

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): 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

246

Item 9.

**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'

247

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

Item 9.

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		1	2	3	4	5
Bid Item	Weight	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/ Item 9.

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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/7/24
Item 9.

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

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):

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:	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

EWP1-01.16 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

Item 9.

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		BIDDER 5	
			HARTWELL		E12		GLOBAL WET		HRM ENVIRONMENTAL			
					BIDDER 1		BIDDER 2		BIDDER 3			
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	\$ 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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/ Item 9.

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:	Duration	Wks/Days
Rotary Drum Thickeners Submittal Development (from date of PO Execution):	<u>8 to 10</u>	weeks
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):	<u>18 to 22</u>	weeks
Polymer Blending and Feed System Submittal Development (from date of PO Execution):	<u>4 to 6</u>	weeks
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):	<u>10 to 12</u>	weeks

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/ Item 9.

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
- 11
- 12
- 13

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
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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/24
Item 9.

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

12/12/24
 Item 9.

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
- 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):

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

11/18
Item 9.

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

11/18
Item 9.

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

1	See attached list of clarifications and exceptions
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):

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/ Item 9.

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):	<u>8-10</u>	
Rotary Drum Thickeners Fabrication & Delivery (from Approval of Submittals):	<u>45 - 50</u>	
Polymer Blending and Feed System Submittal Development (from date of PO Execution):	<u>8-10</u>	
Polymer Blending and Feed System Fabrication & Delivery (from Approval of Submittals):	<u>24-30</u>	

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/ Item 9.

Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial below:

	Initial	Date
Bid Clarification No. 1	NA	NA
Bid Clarification No. 2	AJS	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 BDP recommends revising the capture rate to 95%; BDP can confirm with bench testing if representative sludge is available.
- 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): 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:	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
Bid Form - Suppliers
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/ Item 9.

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

Item 9.

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
Bid Form - Suppliers**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/8/ Item 9.

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):	_____

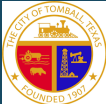
SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		
Acknowledge Receipt of Bid Clarification by Adding Date Issued and Initial 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

Item 9.

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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

12/2/ Item 9.

PACKAGE NO.: EW P1-01.19
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:		
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:		
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:		
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.
- 7
- 8
- 9
- 10
- 11
- 12
- 13

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 <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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/19/ Item 9.

PACKAGE NO.: EW P1-01.19

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:	Duration	Wks/Days
Rotary Lobe Positive Displacement Blowers Submittal Development (from date of PO Execution):	<u>4 - 6 weeks</u>	
Rotary Lobe Positive Displacement Blowers Fabrication & Delivery (from Approval of Submittals):	<u>14 weeks</u>	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:	Initial	Date
Addendum No. 1	<u>LPD</u>	<u>31-Oct</u>
Addendum No. 2	<u>LPD</u>	<u>12-Nov</u>
Addendum No. 3	<u>LPD</u>	<u>18-Nov</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		



**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.
 - 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: 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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/25/ Item 9.

PACKAGE NO.: EW P1-01.19
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):	<u>23</u>	Duration Wks/Days
Rotary Lobe Positive Displacement Blowers Fabrication & Delivery (from Approval of Submittals):	<u>20</u>	

SECTION 4 - ADDENDA & BID CLARIFICATIONS		
Acknowledge Receipt of Addenda by Adding Date Issued and Initial below:		
Addendum No. 1	<u>JZ</u>	<u>11/8/2024</u>
Addendum No. 2	<u>JZ</u>	<u>11/8/2024</u>
Addendum No. 3	<u>JZ</u>	<u>11/12/2024</u>
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	<u>JZ</u>	<u>11/12/2024</u>
Bid Clarification No. 2	<u>JZ</u>	<u>11/12/2024</u>
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

11/25/ Item 9.

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
- 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):

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

Item 9.

Bid Tabulation	BUDGETED		ANDRITZ SEPARATION		ALFA LAVAL		BIDDER 3		BIDDER 4		BIDDER 5	
			HARTWELL		ENVIRONMENTAL IMPROVEMENTS							
			Units	UOM	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	<i>Murali Erat</i> 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

Item 9.

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

Item 9.

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)

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): 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 <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

ALFA LAVAL



Request For Proposal

Bid Form - Suppliers

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18
Item 9.

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

11/18 Item 9.

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):

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

Item 9.

Bid Package EWP1_01.22 - SLIDE GATES | Spec. Sec. 40 05 50

Bid Tabulation	BUDGETED		RW GATE		FONTAINE-AQUANOX		GOLDEN HARVEST		WHIPPS, INC		
	Units	UOM	ENVIRONMENTAL IMPROVEMENTS		MUNICIPAL VALVE						
			Unit Price	Total Cost	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
Bid Form - Suppliers**
Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

11/18/2024
Item 9.

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

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 innel (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 innel (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
 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: 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**

Tomball South Wastewater Treatment Plant (TSWWTP)
Expansion Project - CMAR

2024-
Item 9.

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.
- 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):

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: 

<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

GOLDEN HARVEST



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

11/18/2024

Item 9.

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:	Duration	Wks/Days
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:	Initial	Date
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:	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

Item 9.

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.
- 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

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>	<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

WHIPPS, INC



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

11/18/2024
Item 9.

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)

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

SECTION 6 - ADDITIONAL TERMS AND PROVISIONS

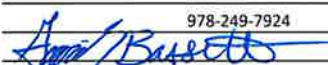
This Proposal shall be valid for a period of not less than ninety (90) days from the Bid Due Date as amended.
The CMAR reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful 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):

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>	
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

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

Item 9.

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	
					ov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
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 Baffles		240d	23-Jan-25	24-Dec-25																								
A8250	EWP1_01.10_FRP Weirs and Scum Baffles—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																								
A8260	EWP1_01.10_FRP Weirs and Scum Baffles—Submittal Preparation and submission	60d	20-Feb-25	14-May-25																								
A8270	EWP1_01.10_FRP Weirs and Scum Baffles—Submittal Review and Approval	20d	15-May-25	11-Jun-25																								
A8280	EWP1_01.10_FRP Weirs and Scum Baffles—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

**Tomball - South WWTP Expansion
Preconstruction Schedule**

Item 9.

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026						
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
A7840	EWP1_01.15_UV Systems—Fabrication and Delivery	130d	12-Jun-25	10-Dec-25																			
EWP1_01.16_Rotatory Drum Thickeners		200d	23-Jan-25	29-Oct-25																			
A7850	EWP1_01.16_Rotatory Drum Thickeners—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																			
A7860	EWP1_01.16_Rotatory Drum Thickeners—Submittal Preparation and submission	50d	20-Feb-25	30-Apr-25																			
A7870	EWP1_01.16_Rotatory Drum Thickeners—Submittal Review and Approval	20d	01-May-25	28-May-25																			
A7880	EWP1_01.16_Rotatory Drum Thickeners—Fabrication and Delivery	110d	29-May-25	29-Oct-25																			
EWP1_01.18_Digested Sludge Pumps		190d	23-Jan-25	15-Oct-25																			
A7890	EWP1_01.18_Digested Sludge Pumps—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																			
A7900	EWP1_01.18_Digested Sludge Pumps—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																			
A7910	EWP1_01.18_Digested Sludge Pumps—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																			
A7920	EWP1_01.18_Digested Sludge Pumps—Fabrication and Delivery	120d	01-May-25	15-Oct-25																			
EWP1_01.19_Digester Blowers		150d	23-Jan-25	20-Aug-25																			
A7930	EWP1_01.19_Digester Blowers—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																			
A7940	EWP1_01.19_Digester Blowers—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																			
A7950	EWP1_01.19_Digester Blowers—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																			
A7960	EWP1_01.19_Digester Blowers—Fabrication and Delivery	80d	01-May-25	20-Aug-25																			
EWP1_01.20_Centrifuge		230d	23-Jan-25	10-Dec-25																			
A7970	EWP1_01.20_Centrifuge—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																			
A7980	EWP1_01.20_Centrifuge—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																			
A7990	EWP1_01.20_Centrifuge—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																			
A8000	EWP1_01.20_Centrifuge—Fabrication and Delivery	160d	01-May-25	10-Dec-25																			
EWP1_01.22_Slide Gates and Weirs		160d	23-Jan-25	03-Sep-25																			
A8010	EWP1_01.22_Slide Gates and Weirs—Execute Purchase Order	20d	23-Jan-25	19-Feb-25																			
A8020	EWP1_01.22_Slide Gates and Weirs—Submittal Preparation and submission	30d	20-Feb-25	02-Apr-25																			
A8030	EWP1_01.22_Slide Gates and Weirs—Submittal Review and Approval	20d	03-Apr-25	30-Apr-25																			
A8040	EWP1_01.22_Slide Gates and Weirs—Fabrication and Delivery	90d	01-May-25	03-Sep-25																			

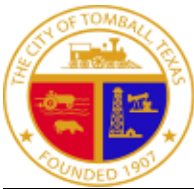
■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

Section 3: Contract Documents



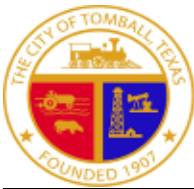
Exhibit C.1 List of Plans





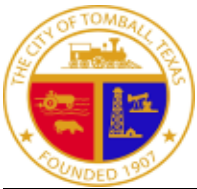
DRAWING LOG

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



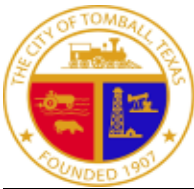
DRAWING LOG

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 ISSUED FOR



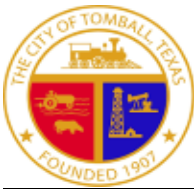
DRAWING LOG

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



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.



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 ISSUED FOR



DRAWING LOG

City of Tomball, Texas
 South Wastewater Treatment Plant **Item 9.**
 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

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



SPECIFICATIONS

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



SPECIFICATIONS

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



SPECIFICATIONS

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

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 - PROCESS 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



SPECIFICATIONS

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

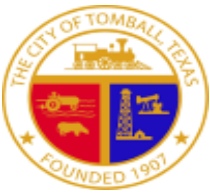


SPECIFICATIONS

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	DEWATERING CENTRIFUGE	1	11/12/2024	11/12/2024	ADDENDUM NO. 3

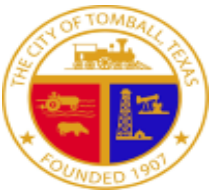
Exhibit C.3 Assumptions and Clarifications





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: January 20, 2025

Topic:

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.

Background:

The Tomball Economic Development Corporation contracted with Civil Systems Engineering and Kimley Horn to complete the design of the alley amenities as the final phase of the Alley Improvement Project for the 100 blocks north and south and 200 block north. The amenities designed will include entry monument signage, lighting, and landscaping.

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed proposals were solicited for the completion of the construction, with information available online through CivCast. A total of three (3) proposals were received, and the City enter into negotiations with TWL. The lowest responsible proposer was identified as TWL, LLC. for a total amount not-to-exceed \$577,711, for all the base proposal and alternative. The City is still in negotiations with the contractor and the final contract price will be decreased from the current not-to-exceed amount to account for the removal of the entry arches and additional changes.

Item	Cost
Base Proposal: 100 Blocks North and South & 200 Block North	\$395,814
Alternate One: Entry Arches	\$181,897
Total Proposal:	\$577,711
Total Budgeted Funds:	\$1,000,000

Funds for completing the proposed project were allocated in the Fiscal Year 2024-2025 Tomball Economic Development budget and will be paid to the City of Tomball as City staff will be managing the construction for this phase of the project.

Origination: Project Management

Recommendation:

Staff recommends approving the City Manager to execute a contract with Texas Wall System, LLC for the construction of the Alley amenities, for a not-to-exceed amount of \$577,711.

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: X No: _____ If yes, specify Account Number: #400-154-6409

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____



January 10, 2025

City of Tomball
 Attn: Mr. Drew Huffman, Director of Public Works
 501 James Street
 Tomball, TX 77375

Re: City of Tomball E&P 2017-10033
 Alley Improvement Project – Amenity Package. Project Proposal No. 2024-14

Dear Mr. Huffman,

On December 10, 2024, a total of three (3) proposals were received via Civcast and opened for the Alley Improvement Project – Amenity Package project in accordance with the Notice of Competitive Seal Proposal (CSP). This process allows for selection over and above traditional Lowest Qualified Bid such as approach, projected schedule and local experience.

A selection committee conducted an evaluation of the 3 proposals received, December 16, 2024, using the predetermined criteria listed within the CSP, with final scoring tabled below.

	TWL Construction	Newman Construction	Jerdon Enterprise, L.P.
Evaluator 1	88	65	79
Evaluator 2	95	68	80
Evaluator 3	92	64	81
Total	275	197	240

Based on the scoring and discussions with the selection committee it was determined the option for interviewing the top-ranking respondents would not be necessary. It was recommendation of the committee to begin negotiations for award to TWL Construction.

The proposal submitted by TWL Construction included all required data and pricing showed no signs of imbalance. Therefore, we pose no objection to the recommendation of entering into negotiations with TWL Construction for final award of the construction contract.

A notice of Intent to Negotiate was submitted to TWL Construction on January 2, 2025. Pending value engineering and final negotiations, it is anticipated the final contract will be a Unit Cost format with a not to exceed amount of \$577,711.00, as submitted by TWL Construction.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Jim Patterson, PLA, LEED AP
 Landscape Architect of Record

Enclosure: 2017-10033_Proposal Tabulation

cc: Kelly Viollette, Director, Tomball Economic Development Corporation
 Kyle Bertrand, PE, Vice President, Civil Systems Engineering

Bid Tab - City of Tomball Alley Improvement Project - Amenity Package

Item	Description	Unit	Quantity	TWL Construction	Total	Newman Construction	Total	Jerdon Enterprise, L.P.	Total
Base Bid									
B1. GENERAL CONSTRUCTION & SITE PREPARATION ITEMS									
1	MOBILIZATION	LS	1	\$5,099.70	\$5,099.70	\$80,000.00	\$80,000.00	\$39,920.87	\$39,920.87
2	TRAFFIC CONTROL AND REGULATION	LS	1	\$715.00	\$715.00	\$4,600.00	\$4,600.00	\$15,500.00	\$15,500.00
3	SITE PROTECTION	LS	1	\$1,430.00	\$1,430.00	\$5,700.00	\$5,700.00	\$12,000.00	\$12,000.00
4	SITE RESTORATION	LS	1	\$5,200.00	\$5,200.00	\$6,600.00	\$6,600.00	\$17,500.00	\$17,500.00
5	SOD - ALL ALLEYS	SY	110	\$8.75	\$962.50	\$40.00	\$4,400.00	\$7.25	\$797.50
Sub Totals					\$13,407.20		\$101,300.00		\$85,718.37
B2. PAVING ITEMS									
6	NORTH 200: CONCRETE SIDEWALK (4.5-INCH)	SF	80	\$14.30	\$1,144.00	\$20.00	\$1,600.00	\$26.00	\$2,080.00
7	NORTH 200: SIDEWALK PAVER BAND NORTH 200: WHEELCHAIR RAMP INCL CURBS & TRUNCATED	LF	35	\$80.00	\$2,800.00	\$30.00	\$1,050.00	\$89.00	\$3,115.00
8	DOMES	EA	2	\$1,200.00	\$2,400.00	\$2,600.00	\$5,200.00	\$1,450.00	\$2,900.00
9	SOUTH 100: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	750	\$14.30	\$10,725.00	\$20.00	\$15,000.00	\$23.00	\$17,250.00
10	NORTH 100: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	760	\$18.00	\$13,680.00	\$20.00	\$15,200.00	\$20.00	\$15,200.00
11	NORTH 200: CONCRETE SIDEWALK PLAZA (4.5-INCH)	SF	39	\$14.30	\$557.70	\$20.00	\$780.00	\$19.00	\$741.00
12	SOUTH 100: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	130	\$4.30	\$559.00	\$30.00	\$3,900.00	\$1.10	\$143.00
13	NORTH 100: DECORATIVE SAWCUT JOINTS (.75-INCH)	LF	140	\$4.30	\$602.00	\$30.00	\$4,200.00	\$1.10	\$154.00
14	NORTH 200: DECORATIVE SAWCUT JOINTS (.75-INCH) CONCRETE SIDEWALK PLAZA MOCKUPS INCL SAWCUT	LF	24	\$4.30	\$103.20	\$30.00	\$720.00	\$1.10	\$26.40
15	JOINTS	LS	1	\$1,715.00	\$1,715.00	\$3,000.00	\$3,000.00	\$1,650.00	\$1,650.00
Sub Totals					\$34,285.90		\$50,650.00		\$43,259.40
B3. SPECIAL ITEMS									
16	CONCRETE FOUNDATION & PIER CAP FOR LIGHTED MONUMENT	EA	6	\$4,300.00	\$25,800.00	\$1,000.00	\$6,000.00	\$1,450.00	\$8,700.00
17	MASONRY PEDESTAL FOR LIGHTED MONUMENT SIGN CABINET FOR LIGHTED MONUMENT INCL ANCHOR TO	EA	6	\$5,070.00	\$30,420.00	\$3,000.00	\$18,000.00	\$2,750.00	\$16,500.00
18	PEDESTAL (NOT INCL ELECTRICAL/LIGHTING) SOUTH 100: CONCRETE FOUNDATIONS FOR MASONRY	EA	6	\$34,475.00	\$206,850.00	\$15,000.00	\$90,000.00	\$15,000.00	\$90,000.00
19	SEATWALLS (THREE TOTAL)	LS	1	\$5,145.00	\$5,145.00	\$1,520.00	\$1,520.00	\$3,600.00	\$3,600.00
20	SOUTH 100: MASONRY SEATWALLS (THREE TOTAL) NORTH 100: CONCRETE FOUNDATIONS FOR MASONRY	LS	1	\$4,025.00	\$4,025.00	\$7,600.00	\$7,600.00	\$16,000.00	\$16,000.00
21	SEATWALLS (THREE TOTAL)	LS	1	\$5,145.00	\$5,145.00	\$1,760.00	\$1,760.00	\$5,500.00	\$5,500.00
22	NORTH 100: MASONRY SEATWALLS (THREE TOTAL) NORTH 200: CONCRETE FOUNDATIONS FOR MASONRY	LS	1	\$4,650.00	\$4,650.00	\$8,800.00	\$8,800.00	\$16,000.00	\$16,000.00
23	SEATWALLS (TWO TOTAL)	LS	1	\$3,430.00	\$3,430.00	\$960.00	\$960.00	\$3,500.00	\$3,500.00
24	NORTH 200: MASONRY SEATWALLS (TWO TOTAL)	LS	1	\$2,430.00	\$2,430.00	\$4,800.00	\$4,800.00	\$11,000.00	\$11,000.00
Sub Totals					\$287,895.00		\$139,440.00		\$170,800.00
B4. ELECTRICAL & LIGHTING ITEMS									
25	SOUTH 100: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$20,725.00	\$20,725.00	\$44,600.00	\$44,600.00	\$46,500.00	\$46,500.00
26	NORTH 100: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$20,000.00	\$20,000.00	\$48,620.00	\$48,620.00	\$46,000.00	\$46,000.00
27	NORTH 200: ELECTRICAL & LIGHTING PER DRAWINGS INCL FIXTURES, CONDUIT, WIRING, CONTROLS & ENCLOSURES	LS	1	\$19,300.00	\$19,300.00	\$43,000.00	\$43,000.00	\$46,500.00	\$46,500.00
Sub Totals					\$60,025.00		\$136,220.00		\$139,000.00
C. EXTRA UNIT PRICE ITEMS									
28	EXTRA SOD AS REQUIRED	SY	1	\$6.50	\$6.50	\$40.00	\$40.00	\$7.25	\$7.25
29	EXTRA CONCRETE SIDEWALK	SF	1	\$14.30	\$14.30	\$20.00	\$20.00	\$26.00	\$26.00
30	EXTRA SIDEWALK PAVER BAND	LF	1	\$83.50	\$83.50	\$30.00	\$30.00	\$89.00	\$89.00
31	EXTRA CONCRETE SIDEWALK PLAZA	SF	1	\$14.30	\$14.30	\$20.00	\$20.00	\$20.50	\$20.50
32	EXTRA DECORATIVE SAWCUT JOINTS	LF	1	\$4.30	\$4.30	\$30.00	\$30.00	\$1.10	\$1.10
33	EXTRA COBBLESTONE SURFACE & CONCRETE SUBSLAB	SF	1	\$78.00	\$78.00	\$40.00	\$40.00	\$126.50	\$126.50
Sub Totals					\$200.90		\$180.00		\$270.35
Grand Total					\$395,814.00		\$427,790.00		\$439,048.12
Alternate 1									
E1. BID ALTERNATE 1									
34	SOUTH 100: COBBLESTONE SURFACE INCL CONCRETE SUBSLAB	SF	90	\$78.00	\$7,020.00	\$40.00	\$3,600.00	\$126.50	\$11,385.00
35	NORTH 100: COBBLESTONE SURFACE INCL CONCRETE SUBSLAB	SF	146	\$78.00	\$11,388.00	\$40.00	\$5,840.00	\$116.50	\$17,009.00
36	NORTH 200: COBBLESTONE SURFACE INCL CONCRETE SUBSLAB	SF	18	\$78.00	\$1,404.00	\$40.00	\$720.00	\$279.50	\$5,031.00
37	COBBLESTONE CONCRETE PAVING MOCKUPS CONCRETE FOUNDATION FOR ENTRY ARCH (TWO PIERS PER	LS	1	\$2,575.00	\$2,575.00	\$2,000.00	\$2,000.00	\$1,397.22	\$1,397.22
38	ARCH) ENTRY ARCH FABRICATION & INSTALLATION (NOT INCL	EA ARCH	6	\$1,850.00	\$11,100.00	\$1,000.00	\$6,000.00	\$1,815.00	\$10,890.00
39	ELECTRICAL/LIGHTING) LIGHTING/ELECTRICAL FOR SIGN LIGHT B w/ ALL RELATED	EA	6	\$23,500.00	\$141,000.00	\$25,000.00	\$150,000.00	\$20,525.00	\$123,150.00
40	CONTROLS & WIRING	EA	6	\$1,235.00	\$7,410.00	\$9,600.00	\$57,600.00	\$7,060.00	\$42,360.00
Sub Totals					\$181,897.00		\$225,760.00		\$211,222.22
Grand Total					\$577,711.00		\$653,550.00		\$650,270.34