PROPOSAL DOCUMENTS

ADDENDUM NO. 1

Schertz Seguin Local Government Corporation

Contract 3 - 36" Pipeline

October 27, 2020

JOHN F. WINKLER

50524

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Prepared by John Winkler, P. E. No. 50524

Offerers on this Project are hereby notified that this Addendum shall be attached and made a part of the above named Proposal Documents dated June, 2020. Note that competitive sealed proposals for this Project will be received until 3:00 PM, November 17, 2020 at City of Seguin, City Hall, Seguin, Texas.

Oal Will

The following items are issued to add to, modify, and clarify Proposal Documents including all Technical Specifications. These items shall have the full force and effect as Proposal Documents and cost involved shall be included in the appropriate bid prices. Proposals to be submitted on prescribed date shall conform with any additions, deletions, or revisions listed herein.

Acknowledgement of this Addendum shall be provided on the appropriate location of Section 00 30 00 Proposal Form. Failure to acknowledge may subject the offerer to disqualification.

A. REVISIONS TO PROCUREMENT DOCUMENTS

1. Section 00 30 00 - Proposal Form. Based on questions and associated responses for clarification, Section 00 30 00 is hereby amended adjusting quantities. Use the attached form for the Price Proposal on this Project.

B. REVISIONS TO SPECIFICATIONS

- 1. Section 31 32 17 Trenching
 - a. Revise Part 2.01.B. Revise this Section to read as follows:

"Backfill above embedment material (outside traffic areas): Excavated backfill material, outside of traffic areas, shall consist of an excavated material of gravel, fine rock cuttings, sandy loam, or clay having dimensions no greater than 6" in diameter to a point not less than 12" below ground surface. Top 12" of backfill (outside of traffic areas) shall consist of either on-site topsoil from double ditch method or imported topsoil per Section 31 05 13, Topsoil. Compact trench backfill per applicable Sections of this Specification."

- 2. Section 33 11 14 Buried Steel Pipe and Fittings.
 - a. Revise Part 2.01.A.1. Amend "Approved Manufacturers" to read as follows:
 - "a. Thompson Pipe Group
 - b. Northwest Pipe Company
 - c. Ameron Water Transmission Group
 - d. American Spiralweld Pipe."

- b. Revise Part 2.01.C.4.a. Minimum wall thickness requirement is hereby revised. Revise this section to read as follows:
 - "Minimum pipe wall steel thickness, for direct bury pipe application, shall be as designed per this Section, but not less than 0.18" or pipe D/240, whichever is greater for pipe and fittings, with no minus tolerance, where D is nominal inside pipe diameter."
- c. Revise Part 2.01.C.4.d. Minimum wall thickness requirement is hereby revised. Revise this section to read as follows:
 - "Pipe which is to be placed in casing or tunnel shall have a minimum pipe wall steel thickness of 0.25" or pipe D/144, whichever is greater, where D is nominal pipe diameter."

C. REVISIONS TO DRAWINGS

- 1. Sheet C006. Blow-off valve assembly added to profile.
- 2. Sheet C114. Profile of pipeline is amended to accommodate the Air Valve Assembly. Use the attached sheet for this Project.
- 3. Sheet C115. Bore crossing under I-10 is hereby amended per TXDOT approved permit requirements. Use the attached sheet for this Project.
- 4. Sheet C132. Blow-off valve assembly added at Station 327+50.
- 5. Sheet C114. Profile of pipeline is amended to accommodate the Air Valve Assembly. Use the attached sheet for this Project.
- 6. Sheet C145. Flowable Fill above casing deleted.
- 7. Sheet C174. Pavement Replacement added.
- 8. Sheet C184. Profile of pipeline is amended to accommodate the Air Valve Assembly. Use the attached sheet for this Project.
- 9. Sheet D201. 4" Assembly Combination Air Valve Detail (Item 27 of the Proposal Form) is hereby amended. Use the attached detail for this Project.
- 10. Sheet D301. Butt Strap added to Detail A1.

D. CLARIFICATIONS TO PROPSAL DOCUMENTS

- 1. SSLGC will not charge Contractor for the cost of water associated with construction activities such as filling, flushing, disinfecting, of testing of pipeline construction. SSLGC does request that the Contractor refrain from large water usage during the peak demand periods of July and August.
- 2. Naming of manufacturers does not relieve that manufacturer from meeting all requirements of applicable Specifications.
- 3. Inspection services for welding will be paid under the materials testing allowance (Arias).

4. Alternate Bid pricing for C303 pipe shall be the <u>cost difference</u>, ADD or (DEDUCT), for furnishing C303 pipe in lieu of C200 pipe. All other requirements under Base Bid are applicable to C303 pipe including joint bonding or welding and cathodic protection requirements.

END OF ADDENDUM NO. 1

PROPOSAL FORM

1.0 General:

- 1. This Request for Proposal ("RFP") shall be available for viewing and download on CivCast website (www.civcastusa.com) or for viewing only at offices of Engineer 823 Washington Ave., Waco, Texas 76701, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities ("Proposers") from Date Issued until Due Date and Time.
 - 1. Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify Owner of any omission, ambiguity, inconsistency, or error that they may discover upon examination of RFP. Owner assumes no responsibility for errors or misrepresentations that result from use of incomplete proposals.
- 2. All responses to this RFP ("Proposals") shall be submitted on the attached response forms of this RFP. Proposals must be received by Schertz Seguin Local Government Corporation (Owner) at or before 3:00 PM local time on November 17, 2020 at the City of Seguin, City Hall as described in the Advertisement for Proposals. Each Proposal must be properly identified with subject title and date and time due. Proposals shall be submitted in written, hard-copy format, and delivered in a sealed envelope via mail, courier service, or hand delivery.

FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.

3. All Proposals shall be addressed as shown below:

Request for Proposal on: SSLGC - 36" Pipeline

Due Date and Time: November 17, 2020 at 3:00 PM local time

READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF PROPOSAL.

- 4. During the pendency of this RFP, Proposer shall not contact any Owner staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be submitted via Civcast website after the Pre-proposal conference and at least five (5) business days prior to Bid Date.
- 5. Pre-Proposal Conference: A non-mandatory pre-proposal conference will be conducted at SSLGC Main Conference Room, located at, 108 W. Mountain at the date and time indicated on the Advertisement for Proposals. All interested parties planning to submit a Proposal are encouraged to attend this conference.
- 6. Receipt of an addendum to a Proposal must be acknowledged by signing and returning the addendum with Proposal. Addenda information will be posted on the CivCast website as specified in Section 1.1.
- 7. All information required of the proposer, unless otherwise specified, must be completed on the forms provided by Owner. Failure to manually sign Statement of Proposer's Qualifications (Section 00 40 00) will disqualify Proposer. Persons signing Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this proposal.
- 8. Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form (Article 6.0 of this RFP) upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form (Article 6.0 of this RFP) upon submission of your Proposal will not become part of the contract awarded by the Owner pursuant to this RFP.
- 9. Proposals will be opened at <u>3:00 PM, November 17, 2020</u>. Proposals cannot be altered or amended after deadline.
- 10. Owner, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened, in accordance with Government Code.

- Owner reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of Owner.
- 12. Owner shall be sole interpreter of terms, conditions, specifications, and performance requirements of this RFP.
- 13. In case of a discrepancy between unit price and the extended total for an item, figure that is most advantageous to Owner will apply.
- 14. It is not the policy of Owner to award a contract on the basis of price alone. Owner reserves right to award Contract to Proposer offering best value, and not necessarily to Proposer offering lowest price. A Proposal may be evaluated and selected on basis of reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty.
- 15. If, at any time, successful Proposer fails to fulfill or abide by terms, conditions, Specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, Owner reserves the right to:
 - 1. Purchase SSLGC 36" Pipeline Project materials/labor on open market and charge Proposer difference between its Contract Price and new Contractor's price;
 - 2. Deduct charges from successful Proposer's invoice at time it is due; or
 - 3. Cancel Contract at Owner's convenience, without penalty, by furnishing written notice of termination to Proposer, and select another Proposal and award a contract to its Proposer pursuant to terms thereof.
- 16. At Owner's sole discretion and convenience, Owner may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to date of termination.
- 17. If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of Owner, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 18. All goods, raw materials, and products provided pursuant to awarded contract must be new and not used, shop worn, or reconditioned.
- 19. All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 20. Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the Owner. Any such substitution shall be pre-approved by Owner, and the acceptance of any such substitution shall be in Owner's sole discretion.
- 21. Any contract awarded pursuant to this RFP is not assignable.
- 22. Owner is tax exempt under Tax code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- 23. Invoices for partial payment must be approved in advance by the Engineer's Project Manager.
- 24. Proposer shall include a Material Safety Data Sheet (MSDS), if applicable.
- 25. Undisputed payments will be submitted to Proposer with in thirty (30) days from receipt of original invoice.
- 26. Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in State of Texas effective and in force on the date of any such agreement between Owner and Proposer.
- 27. Any proposal and its contents is subject to Texas Public Information Act. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate specific

protected information by highlighting that information and marking it "Trade Secret" or "Confidential" at appropriate place. Owner will not be responsible for any public disclosure of trade secret or confidential information. An awarded Proposal in its entirety is not confidential. If a request is made under Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by Owner, immediately furnish sufficient written reasoning as to why information should be protected from disclosure in a timely manner to Texas Attorney General for final determination at address below:

Office of the Attorney General Open Records Division P.O. Box 12548 Austin, TX 78711 Fax (512) 494-8017

- Obligations of the parties under a contract awarded through this RFP are primarily performable in Guadalupe County, Texas. Exclusive venue shall be Guadalupe County, Texas, and any contract awarded under this RFP shall be governed by laws of State of Texas.
- 29. Owner may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to Owner from the successful Proposer, regardless of whether amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to Owner has been reduced to judgment by a court.
- 30. No member of Owner's Board of Directors or any Owner employee shall have any financial interests in profits of any contract, service or other work performed by Proposer(s) or personally profit directly or indirectly from any contract, purchase, sale or service between Owner and any person or company.
- 31. Awarded contract is subject to appropriation of funds by Owner's Board in Owner's budget adopted for any fiscal year for specific purpose of making payments pursuant to awarded contract or that fiscal year. Obligation of Owner pursuant to awarded contract in any fiscal year for which awarded contract is in effect shall constitute a current expense of Owner for that fiscal year only, and shall not constitute an indebtedness of Owner of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, awarded contract may be terminated.

2.0 Special Conditions

- 1. Scope of Work.
 - 1.1. Proposer shall provide contractor services for construction of SSGLC 36" Pipeline as per Drawings and Specifications, as provided with this RFP.
 - 1.2 Successful Proposer shall be and remain an independent contractor throughout term of any contract awarded pursuant to this RFP.
- 2. Proposal Selection Criteria:

Award of Contract resulting from this solicitation shall be under selection process described herein. A committee appointed by Owner will evaluate Proposals submitted in response to this solicitation. Three (3) divisions of selection criteria ("Divisions") are as follows

- a. Contractor Relevant Experience and References– 20%
- b. Cost Proposal 60%
- c. Proposed Schedule (Time) 20%

Each of Divisions has been assigned an appropriate weight by Owner, as set forth below. Following an analysis and evaluation of the Proposals, ranking of Offerors will be made based upon selection criteria. In the event of a tie in the rankings, Owner shall break the tie based upon Owner's determination of which Proposal will provide the best value to Owner. Subjective judgment on the part of Owner is implicit in the criteria selection process. Selection process permits placing technical considerations above total price. Therefore, Owner reserves the right to award to other than the entity with the lowest proposed price. Once the Offerors have been ranked, Owner will begin contract negotiations with the first ranked Offeror. If Owner is unable to come to terms with first ranked Offeror, discussions will be terminated and Owner will proceed to the next ranked Offeror and repeat

the process until a contract agreement is reached or all Proposals are rejected. Once a contract agreement is reached with Offeror, approval from Owner's Board is required to authorize General Manager to execute the construction contract.

After opening and ranking, an award may be made on basis of initially submitted proposal, without discussion, clarification or modification, or the Owner may discuss with the selected Offeror, offers for cost adjustment and other elements of Proposal. Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate technical or pricing information in Proposals as specified in these Instructions to Offerors.

Selection Criteria

A. Contractor Relevant Experience and References - 20%

- 1. Experience as a general contractor with specific experience in facilities construction projects of the same or similar type, size, nature and class as Project being proposed. Consideration will be given to number of years of experience, which an Offeror has.
- 2. Representative projects (dollar value and/or scope/size) must be submitted as references to include the project name, engineer, and cost of the project. Provide valid contact information for the project owner and the engineer. Consideration will only be given to projects which are occupied or substantially complete.
- 3. References provided in Item 5.0 of this document. References may be checked from customers other than those listed.

B. Cost Proposal – 60%

- 1. Owner will consider the total contract cost as part of its evaluation. Owner shall have right to accept alternates in any order or combination unless otherwise specifically provided in Proposal Documents.
- Offeror submitting lowest proposed amount shall receive the highest number of
 points in category, and Offeror submitting highest proposed amount shall receive the
 lowest number of points awarded in this category. Delivery schedule can affect this
 ranking.

C. Proposed Schedule – 20%

1. Time is of essence to Owner. Amount of time for construction, proposed by each Offeror, will influence number of points awarded in this category.

3.0 Proposal Form

- 1. The undersigned PROPOSER proposes and agrees, if this PROPOSAL is accepted, to enter into an agreement with OWNER in the form included in Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Price and within the Times indicated in this FORM and in accordance with the other terms and conditions of the Contract Documents. PROPOSER accepts the terms of the form of Agreement and the Contract Documents.
- 2. PROPOSER accepts all of the terms and conditions of the REQUEST FOR PROPOSAL and Instructions to Proposers including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for sixty (60) days after the day of opening.
- 3. In submitting this PROPOSAL, PROPOSER represents and warrants, as more fully set forth in Agreement, that:

(a)	PROPOSER has examined and carefully studied the Proposal Documents and Addenda, including the
	Question and Answers provided on the CivCast website for the project. PROPOSER hereby
	acknowledges receipt of the following Addenda: (List Addenda by Addendum Number and Date).

Addendum No.:	D	at	tec	L:

Addendum No.:	_ Dated:
Addendum No.:	Dated:
Addendum No.:	Dated:

- (b) Proposer has visited the site, has conducted all testing at the site Proposer deems necessary, has become familiar with, has taken into consideration in formulating its Proposal, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Proposer is familiar with, has taken into consideration in formulating its proposal and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) PROPOSER has carefully studied all reports of explorations and tests of subsurface conditions at, or contiguous to, the site and all drawings of physical conditions in, or relating to, existing surface or subsurface structures at, or contiguous to, the site (except Underground Facilities) which have been identified as provided in Paragraph 5.03 of the General Conditions. PROPOSER accepts the determination set forth in Paragraph 5.03 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which PROPOSER is entitled to rely as provided in Paragraph 5.03 of the General Conditions. PROPOSER understands, acknowledges, and agrees that such reports and drawings are not Contract Documents and may not be complete for PROPOSER's purposes. PROPOSER understands, acknowledges, and agrees that OWNER and ENGINEER are not responsible for and make no warranties regarding the accuracy or completeness of information and data shown or indicated in the PROPOSAL Documents with respect to surface and subsurface conditions and Underground Facilities at or contiguous to the site. PROPOSER has obtained and carefully studied and is responsible for obtaining and studying any and all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by PROPOSER and safety precautions and programs incident thereto as may be necessary. PROPOSER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this PROPOSAL for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- (e) PROPOSER is aware of the general nature of work to be performed by OWNER and others at the site that relates to Work for which this PROPOSAL is submitted as indicated in the Contract Documents.
- (f) PROPOSER has correlated the information known to PROPOSER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- (g) PROPOSER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that PROPOSER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to PROPOSER; PROPOSER has no questions regarding the Work; PROPOSER has all information necessary to make a fully informed PROPOSAL; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this PROPOSAL is submitted.
- (h) This PROPOSAL is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham PROPOSAL; PROPOSER has not solicited or induced any person, firm, or corporation to refrain from PROPOSAL; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over OWNER.
- 4. PROPOSER is duly qualified to carry on business in State of Texas; possesses or has ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete Work in accordance

with PROPOSAL Documents; is fully qualified and has experience in performing work of the same type as Work covered by PROPOSAL Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which PROPOSER proposes and complete said work within the time stated and for maintaining same as required for the following prices:

5. PROPOSAL PRICING/SCHEDULE

CONTRACT 3 - 36" Pipeline								
BASE PROPOSAL								
Item No.	Quantity	Unit	Item Description	Unit Price	Amount			
1	1	LS	Mobilization and Demobilization: Item includes project move-in and move-out of personnel and equipment, for all work required to mobilize, demobilize, bond, and insure Work, in accordance with Contract Documents, complete in place (Section 01 71 13)	\$	\$			
2	1	LS	Allowance (Section 01 23 00)	\$200,000.00	\$200,000.00			
3	1	LS	Trench Safety Plan (Section 31 23 15)	\$	\$			
4	91,862	LF	Trench Safety Implementation Section (31 23 15)	\$	\$			
5	1	LS	Traffic Control (Section 01 55 26)	\$	\$			
6	91,862	LF	Preparing Alignment: Item includes removal and disposal of all obstructions from designated easements where removal of such obstructions is not otherwise provided for in Contract Documents, complete in place (Section 31 10 00)	\$	\$			
7	54,665	LF	C200, 36" Class 150 Water Transmission Main (Section 33 11 14)	\$	\$			
8	23,525	LF	C200, 36" Class 200 Water Transmission Main (Section 33 11 14)	\$	\$			

				1
9	15,600	LF	C200, 36" Class 250 Water Transmission Main (Section 33 11 14)	\$ \$
10	30	LF	C200, 18" Class 150 Water Transmission Main (Section 33 11 14)	\$ \$
11	235	LF	54" Steel Casing Installed by Bore (Thickness 0.719") Railroad Crossing (Section 33 05 20 and Section 00 70 04)	\$ \$
12	1,647	LF	54" Steel Casing Installed by Bore (0.5" Thickness) (Section 33 05 20)	\$ \$
13	268	LF	54" Steel Casing Install by Open Cut (Section 33 05 23)	\$ \$
14	80	LF	54" Steel Casing placed on Concrete Piers for Aerial Crossing (Section 33 05 23)	\$ \$
15	15	EA	36" Butteryfly Valve, Class 150 (Section 33 12 21)	\$ \$
16	5	EA	36" Butteryfly Valve, Class 250 (Section 33 12 21)	\$ \$
17	289	LF	Class 'A' (Asphalt) Surface Replacement including Flexible Base Backfill (Section 31 75 00 and Section 31 23 17)	\$ \$
18	911	SF	Class 'A' (Asphalt) Surface Replacement including Flexible Base Backfill on Haeckerville Road (Section 31 75 00 and Section 31 23 17)	
19	1,572	LF	Class 'D' (Gravel) Surface Replacement including Flexible Base Backfill (Section 31 75 00 and Section 31 23 17)	\$ \$
20	904	LF	Creek Crossing, including flowable fill	\$ \$
21	1,044	LF	Welded Joints (Section 05 05 23 and Section 33 11 14)	\$ \$
22	1,029	LF	Flowable Fill (Section 31 23 24)	\$ \$
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23	13,800	SF	Stone Rip Rap including Woven Filter Fabric (Section 31 37 00)	\$ \$
24	93	LF	Encase 54" Casing in Concrete (Section 31 23 24)	\$ \$
25	114	EA	Concrete Thrust Blocking for Bends (Section 03 30 00)	\$ \$
26	11,700	LF	Remove and Replace Existing Fence (Section 31 31 26)	\$ \$
27	99	EA	Remove and Reinstall Gates (Section 31 31 26)	\$ \$
28	29	EA	4" Combination Air Valve Assembly (Section 33 12 30)	\$ \$
29	18	EA	6" Blow Off Assembly	\$ \$
30	1	EA	Remove and Replace Ex. Blow Off Assembly	\$ \$
31	6	EA	36" x 36" Tee (Section 33 11 14)	\$ \$
32	1	EA	36" x 18" Reducer (Section 33 11 14)	\$ \$
33	4	EA	36" - 45 Degree Bend (Section 33 11 14)	\$ \$
34	6	EA	36" Butt Strap (Section 05 05 23 and Section 33 11 14)	\$ \$
35	1	EA	Remove Existing 36" Butterfly Valve	\$ \$
36	1	EA	18" Gate Valve (Section 33 12 20)	\$ \$
37	2	EA	18" - 45 Degree Bend (Section 33 11 14)	\$ \$
38	73	EA	Cathodic Protection Test Station (Section 26 64 00)	\$ \$
39	48	EA	Casing Test Station (Section 26 64 00)	\$ \$
40	3	EA	AC Rectifier/Anode System, including power to Site (Section 26 64 00)	\$ \$

41	1	EA	36" Monolithic Insulating Joint (Section 26 64 00)	\$ \$
42	4	EA	Ex. Bldg. To Be Removed By Contractor	\$ \$
43	1	EA	Ex. Concrete Slab to be Removed	\$ \$
44	1	EA	Remove Ex. Plug and Tie to Ex. 36"	\$ \$
45	3	EA	Trench Dam	\$ \$
46	1	EA	Aerial Crossing including concrete and rebar for 2 Bents and 4 Piers	\$ \$
47	750	SF	New Concrete Channel Rip- Rap	\$ \$
48	1,065	SF	Ex. Rip-Rap to be Removed and Replaced	\$ \$
49	4	EA	36" Field Connection, Sheet C174	\$ \$
50	1	EA	18" Field Connection, Sheet C180	\$ \$
51	1	EA	Exiting Tank to be Removed	\$ \$
52	1	LS	TPDES Permitting and SWP3 Plan (Section 01 57 00)	\$ \$
53	1	LS	SWP3 Controls and Implementation (Section 01 50 00)	\$ \$
54	10	AC	Bermuda Grass Seeding and Revegetation (Section 32 92 13)	\$ \$
55	58	AC	Native Grass Seeding and Revegetation (Section 32 92 15)	\$ \$
56	125	AC	Site Restoration including topsoil reinstallation, final grading, cleaning, rock removal, and incidentals. (Section 31 05 13 and Section 32 92 13)	\$ \$
57	93,669	LF	Flush, Test, and Disinfect Pipeline (Section 33 26 90)	\$ \$

TOTAL	RASE	PROP	OSAL	AMOI	INT

\$			

CONTRACT 3 - 36" Pipeline ADD / (DEDUCT) ALTERNATE PROPOSAL								
Item No.	Quantity	Unit	Item Description	Unit Price	Amount			
1	54,665	LF	C303 36" Class 150 Water Transmission Main, in lieu of C200 (Section 33 11 13)	\$	\$			
2	23,525	LF	C303, 36" Class 200 Water Transmission Main, in lieu of C200 (Section 33 11 13)	\$	\$			
3	15,600	LF	C303, 36" Class 250 Water Transmission Main, in lieu of C200 (Section 33 11 13)	\$	\$			
4	30	LF	C303, 18" Class 150 Water Transmission Main, in lieu of C200 (Section 33 11 13)	\$	\$			

ADD / (DEDUCT) PROPOSAL AMOUNT	\$
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TOTAL CALENDAR DAYS FOR CONSTRUCTION (not to exceed 600 calendar days). Contractor proposes a contract duration of ______ Calendar days.

ATTEST:		
Very truly yours		
(SEAL, if PROPOSER is Corporation)	By: (Signature)	
	/T. 1. D.: (1M.)	
	(Typed or Printed Name)	
	Title:	
	PROPOSER:(Name of Company)	
	Address:	
	Telephone No.:	
4.0 Proposer Profile		
Company Name or D/B/A:		
Telephone Numbers:		
Phone:		
Fax:		
Corporate Contact for this Proposal:		
Name:		
Address:		
City, State, Zip:		
Phone:	Fax:	
E-mail:		-
Website:		
If local contact is the sa	me as corporate contact, check here	
Local Contact for this Proposal		
Name:		
Address:		

	City, State, Zip:	
	Phone:	Fax:
	E-mail:	
Othe	er company names used with dates, from/to:	
5.0	Deviation or Compliance Form	
conditional such	ons or specifications contrary to those listed in	the "Terms and Conditions" and other information attached hereto, GE, with complete and detailed conditions and information also
	EVIATIONS : In the absence of any deviation ance with the Terms, Conditions, Specifications	n entry on this page, Proposer assures the Owner of Proposer's , and information contained in this RFP.
	All Proposers M	UST COMPLETE this page.
	RETURN with Proposal or Prop	osal will be considered NON RESPONSIVE.
	Our Proposal is submitted according to:	Deviations listed above
	OR	No Deviations
6.0	Release & Indemnification	
FOR UNCO REGIO AND TATTO PERSO EMPL PROPOSUITS ANY MAWAR OR OF COEXCL	ITSELF, INDIVIDUALLY, AND ON BE NDITIONALLY RELEASE, INDEMNIFY, DNAL UTILITY AUTHORITY, TEXAS, IN TO DEFEND AND HOLD IT HARMLESS IS RNEY FEES, CLAIMS, SUITS, DEMANDS ONAL PROPERTY AND INJURIES TO PEOYEES, AFFILIATES, REPRESENTATIVE OSER'S BEHALF, FROM ANY AND ALLE, DEMANDS, LOSSES OR LIABILITIES OF MANNER, DIRECTLY OR INDIRECTLY, DED PURSUANT TO THIS RFP AN IN THE THE SOLE, JOINT, COMPARATIVE OR ONTRACTOR, ITS OFFICERS, AGENTS	Y LAW, PROPOSER HEREBY AGREES AND CONSENTS HALF OF THE BUSINESS ENTITY, TO FULLY AND DEFEND, AND HOLD HARMLESS THE BRUSHY CREEK CLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, S, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR CRSONS INCLUDING DEATH, INCLUDING PROPOSER'S YES, PARTNERS, AGENTS, OR THOSE WORKING ON OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, FANY AND EVERY NATURE WHATSOEVER ARISING IN OUT OF OR IN CONNECTION WITH ANY CONTRACT IE PERFORMANCE THEREOF, REGARDLESS OF CAUSE CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND IS PROVISION SHALL APPLY TO ALL IMPUTED OR ITURE LIABILITY, IF ANY.
firm, pa of this by Pro	artnership or individual has not prepared this Pr Proposal as to prices, terms and conditions there	uthorized to execute this Proposal, that this company, corporation, roposal in collusion with any other Proposer, and that the contents eof have not been communicated by the undersigned Proposer, nor rtner, subcontractor, or agent, to any other individual or entity ening of this RFP.
	Company Name:	

Signature of Company Officer:

Company Officer Printed Name: _	
_	
Title	

8.0 Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Vendor Name	Date	
Signature of Company Officer:		
Company Officer printed name:		
E-mail Address		

9.0 Conflicts of Interest

Texas Ethics Commission adopted the Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see Texas Ethics Commission at:

 $\underline{https://www.ethics.state.tx.us/forms/CIQ.pdf}$

Proposer shall answer each question on Form CIQ, by State of Texas, in relation to the following individuals and submit a completed form with its Proposal:

Local Government Officer	Title
Dudley Wait	President
Tim Clark	Treasurer
David Reiley	Vice President
Ken Greenwald	Secretary
Donna Dodgen	Asst. Secretary
Mayor Don Keil, Seguin	Ex-Officio
David Scagliola	Ex-Officio
Amber Briggs Beard	General Manager
Patrick Lindner	Attorney

10.0 Disclosure of Interested Parties

Prior to entering into a Contract that is over one million dollars in value, Proposer must submit a "Certificate of Interested Parties" Form, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the Owner must submit a copy to the Texas Ethics Commission. Form will be provided.

Form (Rev. October 2007)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Internal	Revenue Service				
~i	Name (as shown on your inco	ome tax return)			
on page	Business name, if different from	above			
Print or type Instructions	Check appropriate box: ☐ ☐ Limited liability company ☐ Other (see instructions) ►	Individual/Sole proprietor	artnership rporation, P=partnership) ▶	·	Exempt payee
	Address (number, street, and	apt. or suite no.)	Requester	's name and ad	dress (optional)
P Specific	City, state, and ZIP code				
See	List account number(s) here	optional)			
Par	t i Taxpayer iden	tification Number (TIN)			
backi alien,	up withholding. For individual sole proprietor, or disregard	box. The TIN provided must match the name give als, this is your social security number (SSN). How ded entity, see the Part I instructions on page 3. F- ber (EIN). If you do not have a number, see How to	ever, for a resident for other entities, it is	Social securi	ty number
numb	per to enter.	nan one name, see the chart on page 4 for guidelin	nes on whose	Employer ide	entification number

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Signature of U.S. person ▶ Date ▶
--

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301,7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

Form W-9 (Rev. 10-2007)

















