

## **TOMBALL INDEPENDENT SCHOOL DISTRICT**

**RFP #937-23 Issued: October 31, 2022**

### **REQUEST FOR PROPOSALS FOR DETENTION PONDS, STORM SEWER & EARTHWORK**

Pursuant to the provisions of the Texas Government Code § 2269, Subchapter C, it is the intent of the Tomball Independent School District (hereinafter known as Owner) to solicit competitive bids from qualified vendors to provide Construction services in the process as described herein.

**Project Team:** The selected Respondent will join a Project Team which will include Owner Administration, Program Manager, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for this project and its entire scope as defined in the bid documents.

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## I. SCOPE OF WORK

**Project Information:** In November of 2021, Tomball Independent School District passed a bond for the construction of new facilities for the district. This project is related to the master planned campus construction of a new High School, an Intermediate School, an Elementary School, and an Agricultural Science Facility with supporting infrastructure, all as part of the bond referendum. The project site is located at:

See the attached Exhibit I

The site entry point is approximately (1) mile south of the Juergen Rd/Mueschke Rd Intersection just south of S.H. 99 – The Grand Parkway

The presumed physical address of the Mueschke Rd entry is 17702 Mueschke Rd.

The presumed physical address of the Juergen Rd entry is 19009 Juergen Rd.

**General Property Description:**

Those certain 135.429-acre and 70.3689-acre tracts of land situated in the William Settle Survey, Abstract 705, Harris County, Texas, being the same properties described in deeds filed for record under County Clerk's File Nos. 20140170547 and 20140171713, respectively, in the Official Public Records of Real Property of said County and State

Harris Count, Texas

Closest major intersection is Mueschke Rd and Juergen Rd.

The subject site is approximately 205 +/- acres of unimproved land. The previous project cleared the land including root racking and rough grading of holes. In addition a SWPPP was created including installation of silt fencing at the entire site perimeter.

The district is seeking cost savings opportunities wherever possible and will entertain Contractor offered alternates. However, the base bid shall be per plan and specifications with proposed alternates listed as turnkey which should provide for a simple deduct or add from or to the base bid. Contractor offered alternates beyond those requested should be numbered consecutively on an attached piece of paper in the same format as provided on the base bid form.

The primary scope of work includes construction of Detention Ponds, Installation of Storm Sewer(s), and Earthwork as defined below, with a **budgeted value of \$5,000,000:**

- Approximately 4,500 LF of Storm Sewer (24" – 7' x 5')
- Approximately 260,000 CY of Excavation (on-site disposal)
- Detention Basins and Conveyance Channels to final grades, pilot channels, storm outfalls, slope paving, backslap swales and structures.
- Temporary Storm water Pump Station
- Maintenance of existing silt fencing and management of the SWPPP. Should additional filings be required they shall be considered part of this base work.

Refer to the documents for specific descriptions and quantities of all associated included as part of the project. The timeline of events is as listed in this RFP document.

## PERFORMANCE

1. All performance criteria, payments, bonding, insurance requirements bidding, and procurement or any other specific criteria shall be performed in accordance with the Owner's Agreement.
2. In no way shall this document supersede any intent, portion, or part of the standard agreement. This document is only for scope and responsibility. Any questions regarding potential conflicts shall be made in writing prior to submission of proposals.
3. The use of Owner shall mean the designated Owner's Representative of Tomball ISD.
4. The use of Contractor shall mean the successful General Contractor overseeing the work and any of the sub-contractors involved and contracted with the General Contractor.
5. Only responses in writing shall be deemed official. No verbal discussion, direction or notice shall be considered official until it is put in writing either by the Contractor or the Owner.
6. Weather delays or Owner delays shall be addressed according to the terms of the Agreement between the Owner and Contractor.
7. The posted agreement document is based on an edited version of the AIA AXXX-XXXX, standard version and is a part of the RFP by exhibit. This contract is provided for your review and comment. The district does not intend to make any substantive changes to this agreement. However, should the respondent discover any requirements which they cannot meet, they shall be addressed prior to bid day via RFI.

## PROJECT MANAGEMENT

1. Upon notice to proceed, the Contractor shall provide a written plan of work, timing, and execution for the entire scope of work.
2. The Contractor shall provide a primary and secondary contact with cell phone and email. Contact information shall include a 24/7 contact solution in the event of an emergency.
3. Questions regarding this RFP in its entirety shall be submitted in writing as directed herein and no scope change related to a response shall be assumed to be modified without written documentation via Addendum.
4. Once the project is let, questions regarding the work shall be submitted in writing and no work related to a response shall be performed without written authorization

## PROJECT INTENT

1. All work shall stop at the perimeter property lines.
2. The cost of work includes but is not limited to actual work noted below and, on the plans, including labor, supervision, materials, coordination, shop drawings, submittals, attendance at meetings, weekly reports on progress and issues and all other efforts required to complete the scope of work defined in the documents.

3. During the course of the project, the Contractor shall remove debris, trash or organic materials encountered, and any excess spoils not wanted by the Owner, from the entire site. All materials removed shall be hauled away from the site and disposed of in accordance with all applicable federal, state, and local laws and ordinances. Fees for transportation and disposal shall be included in the cost of the work.
4. The Contractor shall field verify the extent of work by review of plans, documentation, and physical verification of site for the existence of dumped trash, abandoned trash, construction debris or other non-organic readily visible materials.
5. The Contractor agrees by his submission that they have performed all required due diligence and field verification. This submission shall serve as proof and acceptance of all existing site conditions and understanding of responsibilities.
6. The method by which the work is performed shall be the sole responsibility of the Contractor but shall comply with all federal, state, and local regulations. Security of the site is the sole responsibility of the Contractor. The site shall remain secure at all times. The method of securing a gate entry shall be the use of double locks to allow the Owner access after-hours. The contractor shall provide a lock which will be locked to the Owner's lock provided by the Owner.
7. At any time, should the Contractor discover what is or appears to be material, debris or substance which may be classified as hazardous; the Contractor shall stop work and notify the Owner immediately without further disturbance of the area. The Owner will provide direction of further work at that time.

## CONSTRUCTION

1. The limits of this project shall be from Property Line to Property Line as described and shown on the drawings. The active scope shall be limited to an offset of 5' inward at the entire perimeter to avoid any damage to adjacent property owner's amenities or organic improvements. Where there is a question during the work, the contractor shall seek direction from the Owner prior to proceeding. The contractor shall be responsible for any property line offset staking required. The contractors' limits of responsibility are property line to property line not including clean up and protection.
2. As a part of this project, the Contractor shall provide and construct at least two temporary site access drives. The exact location shall be approved by the Owner unless identified on the drawings. The current plan is for one at Juergen Rd, and one at the Mueschke Rd entry points.
3. The Contractor shall be responsible for maintenance and any clean up including street sweeping, washing or dirt and debris removal dropped during construction.
4. The contractor shall maintain at all times, a secure gate at each entry point.
5. The Contractor shall provide any transportation or traffic plans, flagging and/or permits necessary to gain construction access to and from the site.
6. The Contractor shall control air pollution caused by dust and dirt; comply with governing regulations. Ongoing maintenance of the roadways outside of the site keeping dirt, mud and trash is

included. The contractor shall always maintain the removal of dirt and mud from the roadway resulting from their work vehicles access and departure.

7. Contractor is responsible for purchase of all permits and contact with governing agencies prior to start of work.

8. During Phase 1 of the district's work at this site, which is already completed, land clearing was performed and a SWPPP was maintained. This is now held by the Owner. Upon acceptance, the successful contractor will take over control including all associated paperwork necessary to continue use of this SWPPP permit. Filter fencing at the perimeter of the site has already been installed. Maintenance of this fence shall become the responsibility of the successful contractor for this project.

9. Upon completion of the work, the Contractor shall ensure the following:

- a) All debris, trash and waste of any kind is removed from the site
- b) All silt fencing is standing, repaired where needed and fully functional and in compliance with the SWPPP and governing agencies.
- c) Streets along the entire site is clear of dirt and debris.
- d) The construction entry is clean and in place for the new construction project.
- e) Any closeout permitting or agency inspections have been completed.
- f) A final walk with the Owner has been completed and the site has been accepted.
- g) All final project documentation has been completed and delivered to the Owner including transference of the SWPPP.

#### MEANS OF DISPOSAL

1. It shall be the Contractor's sole responsible for all removal, hauling, disposal of all debris, vegetation, wood, trash, fencing, and trash and as well as all related fees and requirements for permitting and dumping. Unless it has been determined, all fencing shall remain in place until ownership is determined.

#### SAFETY AND SECURITY

- 1. The entire site shall be under the control and supervision of the Contractor.
- 2. Safety is the sole responsibility of the Contractor. All work shall be in accordance with ALL current laws, ordinances, and OSHA guidelines.
- 3. Security is the sole responsibility of the Contractor. No open holes, trenches or other hazardous conditions shall be left unattended or without barricades and protection as required by standard practice and OSHA guidelines for protection.
- 4. Provide temporary fences, barricades, coverings, or other protection as required to prevent injury or damage to persons or property. Provide protection to adjacent property or built elements as required. DO NOT cross the property line and ensure any tree felling causes trees to fall within the limits of the project site.

5. The Contractor shall not bring onsite or cause to be spilled any hazardous liquids or materials. In the event such spill should occur, the Contractor shall notify the Owner immediately and shall bear all the cost of required cleanup, penalties, fees and fines.
6. When burning is utilized as a means of disposal, a fire watch or fire management plan shall be provided in accordance with controlling governmental agency or department, prior to implementation. In any case the management and control of such methods shall remain the sole responsibility of the Contractor.

CIVIL ENGINEER:

Brooks & Sparks, Inc.  
21020 Park Row  
Katy, Texas 77449  
281.578.9595

PROGRAM MANAGER: (Owner's Representative)

Robert Wilbanks, AIA  
1110 Baker St  
Tomball, Texas  
rwwilbanks@lan-inc.com  
832.570.7078

## II. RFP ADVERTISEMENT, AVAILABILITY, AND DELIVERY

Tomball Independent School District will be receiving bids using those methods stated in the RFP. Respondents may submit proposals by mail or courier however the deadline for submission remains the same. Tomball Independent School District will not be responsible for late deliveries from any person or entity.

**Bidders must ensure that all required content for each Part of the submission is fully completed as required in the RFP. Partial submissions or late submissions will not be considered.**

While a complete, comprehensive, all-inclusive single file is preferred. The Final submission shall include an electronic flash drive of the proposal.

Proposal/Contract Documents, including Drawings, Technical Specifications, and Addenda are available for download from the Tomball ISD website. <https://www.tomballisd.net/apps/pages/business-services/purchasing/bids-and-proposals>. All addenda and official correspondence will be posted at this location only. **Bidders are not required to perform E-Bid Registration and BID Access.** Proposals shall be submitted using only the forms provided in the format requested.

**References are required** to be submitted no later than Thursday, November 10, 2022 by close of business.

Email references to the Program Manager, Robert Wilbanks, [rwwilbanks@lan-inc.com](mailto:rwwilbanks@lan-inc.com).

References shall be made using the provided excel spreadsheet. Submission shall be made in the files type native format, Excel. A PDF or other document are not acceptable but may be submitted for record. Failure to use the proper format may lead to a lower score.

Responses are due as described in RFQ section III PROBABLE SCHEDULE OF EVENTS

Opening and Reading of Proposals

1. At the appointed day, time, and location, there will be a public bid opening following the bid submission deadline.
2. Refer to III PROBABLE SCHEDULE OF EVENTS for due date and time.

Questions concerning this RFP shall be directed to the Owner's Program Manager, in writing, to the email address below. Verbal questions and explanations are not permitted other than as described by this section. All questions are due as described in RFQ section III PROBABLE SCHEDULE OF EVENTS. Answers to questions will be issued in an Addendum and will be posted on Owner's Website as described in RFP section III PROBABLE SCHEDULE OF EVENTS.

Questions concerning the RFP  
Owner's Program Manager Contact Person is:

Robert Wilbanks, AIA  
1110 Baker St  
Tomball, Texas  
[rwwilbanks@lan-inc.com](mailto:rwwilbanks@lan-inc.com)  
832.570.7078

### III. PROBABLE SCHEDULE OF EVENTS

- October 28 First Advertisement Posted
- October 31 RFP posted on TISD Website
- November 4 Second Advertisement Posted
- November 9 Pre-Bid @ 1:30 PM CST, 1110 Baker Dr., Tomball, Texas. Site available for drive through following this meeting
- November 10 References only are due via email using the provided excel spreadsheet.
- November 15 @ 2:00 p.m. C.S.T. – Deadline for written requests for clarifications to the RFP or Construction Documents.
- November 16 By 2:00 p.m. C.S.T. – Final Addendum will be issued at this time.
- November 18 Friday @ 2.00 p.m. C.S.T. – Sealed Proposals due. Submissions received after the time and date set for the opening of proposals will not be accepted and will be returned unopened.
  - Sealed Proposals are due by at 2:00 p.m. C.S.T.
  - 1110 Baker St



- Tomball, Texas 77375
- Public Opening to follow at 2:15 p.m. C.S.T. at the same location

Any Proposal received after such time will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. When proposals are received, pursuant to the provisions of the Texas Government Code §2269. Subchapter C, the Owner's staff will publicly open and read aloud the names of the respondents and monetary offer stated in the proposals. Not later than the seventh day after the date the contract is awarded, the governmental entity shall document the basis of its selection and shall make the evaluations public. Award will be made utilizing the Evaluation Criteria as required by Texas Education Code §2269 Subchapter C and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process.

- November 18, 2022 – Evaluation of Respondent Submittals to determine the best value Respondent and determine the recommendation.
- December 6, 2022 – Anticipated recommendation to the Board of Trustees for Award of Contract, and authorization of Superintendent or designee to enter negotiations with the best value Respondent. Anticipated Notice to Proceed will be issued on or by December 7, 2022.

#### **IV. SUBMISSION FORMAT & CONTENT REQUIREMENTS**

The contents of the Respondent Proposal must be complete in description, concise in volume, and austere in form.

The qualifications should be in the format of a written report and should be prepared on 8-1/2" x 11" sheets (single-sided) unless noted below and bound with coil or three ring binding.

1. One (1) original containing an executed version of the following

- a) Submission Questionnaire
- b) SUBMISSION CHECKLIST
- c) EXHIBIT A –PROPOSAL FORM
- d) EXHIBIT B – BID BOND
- e) EXHIBIT C – VENDOR CERTIFICATIONS FORM
- f) EXHIBIT D – PROOF OF INSURABILITY
- g) EXHIBIT E – PROOF OF BONDING CAPACITY
- h) EXHIBIT F – DEVIATION AND EXCEPTIONS FORM

Respondents may provide supplemental materials further describing their capabilities and experience.

Owner is a governmental body subject to the Texas Public Information Act. Statements of Qualifications submitted to Owner because of this procurement solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its statements of qualifications, or parts thereof, may be exempted from disclosure

under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the statement of qualifications which it believes are exempt. In addition, the Respondent must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. Owner assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

2. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Respondent's information.
3. Any respondent wishing to maintain confidentiality of financial information must include a written request for same with the submission of the proposal.

## V. DEFINITIONS

**Respondent:** The prime General Contractor company to join the Engineer, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

**Company:** The prime General Contractor to join the Engineer, Owner representatives and Program Manager to ensure optimal Cost Control, Scheduling, Phasing of Packages and Construction of Owner facilities.

**Program Manager:** The entity contracted by the Owner to provide overall fiduciary responsibilities and direct oversight of the contractor and A/E Team to ensure performance of actions contributing to the success of the owner's objective.

**RFP:** Request for Proposals

**Owner:** Tomball ISD

## VI. TERM OF CONTRACT

A contract awarded in response to this RFP will be for General Contracting Services for Detention Ponds, Storm Sewer and Earthwork as defined in the bid documents. The Owner has defined project **completion timeline for the anticipated work as 180 calendar days.**

## VII. SUBMISSION REQUIREMENTS

Submission Questionnaire

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be provided in a separate format, but the information requested below is to be provided in this format. Failure to provide clear, transparent, non-elusive answers will be deemed non-responsive and scored accordingly.

1. Firm Information

- a) Name of Firm
- b) Address of Principal Office
- c) Phone and Fax Number
- d) Primary Individual (Point of Contact) for this RFP; name and email

2. Firm Organization

- a) Form of Business Organization (corporation, partnership, individual, joint venture, other?)
- b) How many years has your organization been in business in its current capacity?
- c) How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- d) If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
- e) If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
- f) If your organization is individually owned, answer the following: Date of organization, Name of owner.
- g) If the form of your organization is other than those listed above, describe it and name the principals.

3. Claims, Suits and Failure to Perform: (If the answer to any of the questions below is yes, please provide details). Note: Do not fail to respond to this question or furnish vague responses.

- a) Has your organization ever failed to complete any work awarded?
- b) Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
- c) Has your organization filed or been involved in any lawsuits or requested arbitration with regard to construction contracts within the last sixty months?
- d) Within the last sixty months, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

4. Financial Information

- a) Provide Name of bonding company and name and address of agent.
- b) Provide letter from bonding company stating the currently available bonding capacity of your company (Bonding limit minus current obligations).
- c) Financial information shall be submitted in separate envelope marked "FINANCIALS". Financials are only reviewed by the Owner

## **VIII. AMENDMENTS TO THE RFP**

Changes, amendments, or written responses to questions received regarding this RFP will be posted on the Owner's website. It is the Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

## **IX. RESTRICTIONS ON COMMUNICATION**

The Respondent's, or any agent or representative of Respondent shall not undertake any activities or actions to promote or advertise their qualifications or submission to any member of the Owner's Board of Trustees, the Owner's Administration or their respective staff persons, except as specifically requested in writing to the named point of contact in Section 0 at any time between the date of release of the RFP and the date of award of a contract by the Owner's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or submission submitted by Respondent's. Violation of this provision by Respondent or his/her/its agent may lead to disqualification of his submission from consideration. The Owner reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by Owner.

## **X. EVALUATION**

As required by Texas Government Code, Section 2269.104. EVALUATION OF OFFERORS. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and their bids. Per Section 2269.105. SELECTION OF OFFEROR. Not later than the seventh day after the date the contract is awarded, the governmental entity shall document the basis of its selection and shall make the evaluations public.

## **XI. AWARD OF CONTRACT AND RESRVATION OF RIGHTS**

The Form of Contract will be AIA Document A104 - 2017, attached in Section XXI, including incorporated reference files.

The Contract, if awarded, will be awarded to the Respondent whose Submission is deemed most advantageous to the Owner, upon approval of the Owner's Board of Trustees. Owner may combine Respondent's Base Bid and Owner-selected Alternates to determine the most advantageous offer.

The Owner may accept any Submission in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the Owner; however, final selection of a Respondent is subject to approval by the Owner's Board of Trustees.

The Owner reserves the right to accept one or more Submissions or reject any or all Submissions received in response to this RFP, and to waive informalities and irregularities in the Submissions received. The Owner also reserves the right to terminate this RFP, and reissue a subsequent Solicitation, and/or remedy technical errors in the RFP Process.

This RFP does not commit the Owner to enter into a Contract, award any services related to this RFP, nor does it obligate the Owner to pay any costs incurred in preparation or submitting of the Submission for this RFP, or in anticipation of a Contract.

**Access and Audit Rights:** The Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the respondent's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The respondent shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

**Criminal Background Checks:** Respondent agrees to provide assurance that all employees and subcontractors of the Respondent who have contact with students have passed a criminal history background check current within the last year.

## **XII. PROPOSAL MODIFICATIONS AND WITHDRAWAL PRIOR TO PROPOSAL OPENING**

A Respondent may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

Likewise, any Respondent may modify a proposal by submitting a supplemental proposal in person prior to the scheduled closing time for receipt of proposals. Such supplemental proposal should mention only additions or subtractions to the original proposal so as to not reveal the final prices or terms to the Owner until the sealed proposal is open.

The Respondent or his duly authorized representative may withdraw a proposal by request, provided such request is received by Owner at the place designated for receipt of proposals and prior to the time fixed for the opening of proposals. The Proposal Bond will be returned with the proposals if withdrawn in accordance with the above. The withdrawal of a proposal does not prejudice the right of the Respondent to file a new proposal at the time and place stated.

### XIII. SUBMISSION CHECKLIST

Use this checklist to ensure that all required documents have been included in the submission and that they are properly tabbed and appear in the correct order. **Provide this form**

Document	Page Limit	Initial to indicate document is attached to submission
VII Submission Questionnaire	Unlimited	
SUBMISSION CHECKLIST	1	
EXHIBIT A –PROPOSAL FORM	Unlimited	
EXHIBIT B – BID BOND	Unlimited	
EXHIBIT C – VENDOR CERTIFICATIONS FORM	Unlimited	
EXHIBIT D – PROOF OF INSURABILITY	Unlimited	
EXHIBIT E – PROOF OF BONDING CAPACITY	Unlimited	
EXHIBIT F - DEVIATION AND EXCEPTIONS FORM	Unlimited	

**XIV. EXHIBIT A –PROPOSAL FORM**

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals open for acceptance by the Owner for 120 days
3. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
4. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
5. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law. The Owner must determine that the Respondent meets the basic contract requirements to consider the Respondent for award.
6. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
7. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
8. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost, and will not be liable for any preparation cost for any reason whatsoever.
9. Respondent has visited the site of the proposed work and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
10. The unit price, if requested, for each of the items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

## Submit This Document

Company Name:\_\_\_\_\_

**1. Contract Time:** The undersigned agrees that, if the proposal is accepted, to commence work on receipt of "Notice to Proceed" from the Owner and to obtain Substantial Completion of all work not later than 100 Calendar Days from Notice to Proceed, subject to extensions of time as described in the Contract Documents.

**2. Addenda:** The undersigned acknowledges receipt of:

Addenda 1 .....dated ..... \_ \_ / \_ \_ / \_ \_ \_ \_

Addenda 2 .....dated ..... \_ \_ / \_ \_ / \_ \_ \_ \_

Addenda 3 .....dated ..... \_ \_ / \_ \_ / \_ \_ \_ \_

Addenda 4 .....dated ..... \_ \_ / \_ \_ / \_ \_ \_ \_

Addenda 5 .....dated ..... \_ \_ / \_ \_ / \_ \_ \_ \_

**3. Base Proposal:** The undersigned agrees to perform the complete Work of this Project. Base Bid is the entire scope of work noted and defined in the Construction Document package and RFP. The entire base bid shall be for the lump sum shown on the Bid Form below.

**4. Unit Price:** (*Contractors shall only use the Bid form provided.*)

Company:\_\_\_\_\_

Address:\_\_\_\_\_

City

ST

Zip

Telephone:\_\_\_\_\_ Fax:\_\_\_\_\_ Email:\_\_\_\_\_

Printed Name/Title:\_\_\_\_\_ Signature:\_\_\_\_\_

State whether firm is a: ☐ Corporation ☐ Partnership ☐ Individual



**TOMBALL INDEPENDENT SCHOOL DISTRICT  
CONSTRUCTION OF DETENTION BASINS, STORM SEWER, AND SITE EARTHWORK  
TO SERVE JUERGEN ROAD EDUCATIONAL CAMPUS  
HARRIS COUNTY, TEXAS**

ATTACHMENT "A" - SCHEDULE OF UNIT PRICE WORK								10/31/2022
BASE BID - GENERAL ITEMS								
ITEM				UNIT PRICE BID	UNIT PRICE		TOTAL PRICE	
NO.	DESCRIPTION	UNIT	QUAN.	(To Be Written in Words)	\$	CENTS	\$	CENTS
1	Mobilization (Includes Bonds, Insurance, etc.) Not To Exceed 3% Of Total Cost Of Project	LS	1					
2	Clearing & Grubbing of Property Lines; Complete in Place	AC	3					
3	Hydromulch Seeding at Detention Basins, Conveyance Channel, and All Swales; Complete In Place	AC	26					
4	Flexterra; Complete In Place	AC	18					
5	Solid Sod; Complete In Place	SF	34,000					
6	Survey Control/Construction Staking & Temporary Bench Mark; Signed & Sealed by a Registered Professional Land Surveyor; Must be performed by West Belt Surveying, Inc; No Substitutions Allowed; Complete In Place	LS	1	Six Thousand Five Hundred Dollars and No Cents	\$6,500	00		
7	As-Built Survey; Signed & Sealed by a Registered Professional Land Surveyor; Must be performed by West Belt Surveying, Inc; No Substitutions Allowed; Complete In Place	LS	1	Seventeen Thousand Eight Hundred Dollars and No Cents	\$17,800	00		
8	Storm Water Pollution Prevention Plan (Management & Maintenance of Existing SWPPP); Complete in Place	LS	1					
9	Temporary 6' Chain Link Fence; Includes Gates With Locks @ Juergen Rd & Mueschke Rd; Complete in Place	LF	1,810					
SUBTOTAL - General Items Items 1 thru 9								

**TOMBALL INDEPENDENT SCHOOL DISTRICT  
CONSTRUCTION OF DETENTION BASINS, STORM SEWER, AND SITE EARTHWORK  
TO SERVE JUERGEN ROAD EDUCATIONAL CAMPUS  
HARRIS COUNTY, TEXAS**

<b>BASE BID - STORMWATER DETENTION BASIN ITEMS</b>								
<b>ITEM</b>				<b>UNIT PRICE BID</b>	<b>UNIT PRICE</b>		<b>TOTAL PRICE</b>	
<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN.</b>	<b>(To Be Written in Words)</b>	<b>\$</b>	<b>CENTS</b>	<b>\$</b>	<b>CENTS</b>
10	Detention Basin Earthwork, Includes Excavation, Grading & Shaping of Basin to Proposed Lines and Grades; Complete In Place	CY	260,000					
11	Site Earthwork & Engineered Fill for Existing Detention Basins & Conveyance Channel As Per Grading Plan; Complete In Place	CY	260,000					
12	Furnish, Place And Fine Grade 6" Thick Layer Of Top Soil (On-Site Strippings) On Detention Pond, Maintenance Berms, Side Slopes, And Bottom Of Pond; Complete In Place	CY	23,000					
13	5" Reinforced Concrete Pilot Channel; Complete In Place	SY	5,400					
14	5' Concrete Slope Paving; Complete In Place	SY	500					
15	Backslope Swale; Complete In Place	LF	4,200					
16	Backslope Structures; Complete In Place	EA	10					
17	Headwall With Straight Wing Walls; Complete In Place	EA	6					
18	Headwall With Skewed Wing Walls; Complete In Place	EA	5					
19	24" SET With Floatables Collection Screen; Complete In Place	EA	2					
20	30" SET With Floatables Collection Screen; Complete In Place	EA	1					

**TOMBALL INDEPENDENT SCHOOL DISTRICT  
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TO SERVE JUERGEN ROAD EDUCATIONAL CAMPUS  
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<b>BASE BID - STORMWATER DETENTION BASIN ITEMS (Cont.)</b>								
21	Straight Wing Wall With Floatables Collection Screen for 7' X 4' RCB; Complete In Place	EA	1					
<b>SUBTOTAL - Stormwater Detention Basin Items Items 10 thru 21</b>								

<b>BASE BID - STORM SEWER ITEMS</b>								
ITEM NO.	DESCRIPTION	UNIT	QUAN.	UNIT PRICE BID (To Be Written in Words)	UNIT PRICE		TOTAL PRICE	
					\$	CENTS	\$	CENTS
22	7' x 5' R.C. Box Storm Sewer, Includes Bends, Transitions Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	10					
23	7' x 4' R.C. Box Storm Sewer, Includes Bends, Transitions Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	123					
24	6' x 4' R.C. Box Storm Sewer, Includes Bends, Transitions Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	389					
25	5' x 4' R.C. Box Storm Sewer, Includes Bends, Transitions Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	962					
26	4' x 4' R.C. Box Storm Sewer, Includes Bends, Transitions Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	65					
27	54" R.C.P. Storm Sewer, Includes Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	320					
28	48" R.C.P. Storm Sewer, Includes Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	87					
29	42" R.C.P. Storm Sewer, Includes Cement Stabilized Sand Bedding and Backfill; Complete In Place	LF	255					

**TOMBALL INDEPENDENT SCHOOL DISTRICT  
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TO SERVE JUERGEN ROAD EDUCATIONAL CAMPUS  
HARRIS COUNTY, TEXAS**

<b>BASE BID - STORM SEWER ITEMS (Cont.)</b>								
<b>ITEM</b>				<b>UNIT PRICE BID</b>	<b>UNIT PRICE</b>		<b>TOTAL PRICE</b>	
<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN.</b>	<b>(To Be Written in Words)</b>	<b>\$</b>	<b>CENTS</b>	<b>\$</b>	<b>CENTS</b>
30	36" R.C.P. Storm Sewer, Includes Cement Stabilized Sand Bedding And Backfill; Complete In Place	LF	1,326					
31	30" R.C.P. Storm Sewer, Includes Cement Stabilized Sand Bedding And Backfill; Complete In Place	LF	133					
32	24" R.C.P. Storm Sewer, Includes Cement Stabilized Sand Bedding And Backfill; Complete In Place	LF	522					
33	24" R.C.P. Storm Sewer Lead, Includes Cement Stabilized Sand Bedding And Backfill; Complete In Place	LF	302					
34	30" CGMP Storm Sewer; Complete In Place	LF	37					
35	Type "C" Manhole (All Depths); Complete In Place	EA	10					
36	Type "C" Manhole With "E" Inlet Tops; Complete In Place	EA	11					
37	Type "C" Manhole With "A" Inlet Tops; Complete In Place	EA	1					
38	Stage One Type B-B Inlet; Complete In Place	EA	8					
39	Type "E" Inlet on R.C.B.C.; Complete In Place	EA	4					
40	Type "E" Inlet; Complete In Place	EA	1					
41	Junction Box (All Depths); Complete In Place	EA	3					

**TOMBALL INDEPENDENT SCHOOL DISTRICT  
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HARRIS COUNTY, TEXAS**

<b>BASE BID - STORM SEWER ITEMS (Cont.)</b>								
<b>ITEM</b>				<b>UNIT PRICE BID</b>	<b>UNIT PRICE</b>		<b>TOTAL PRICE</b>	
<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN.</b>	<b>(To Be Written in Words)</b>	<b>\$</b>	<b>CENTS</b>	<b>\$</b>	<b>CENTS</b>
42	8" Thick Brick Plugs In R.C.P. or R.C.B.C. (All Sizes); Complete In Place	EA	5					
43	Trench Safety System For Storm Sewer Construction; (All Depths); Complete In Place	LF	4,474					
44	Drainage Swales; Complete In Place	LF	6,600					
45	Temporary Stormwater Pump Station Equipment Leasing; Includes Pumps, Piping and Associated Appurtenances Complete In Place	LS	1	Ninety-Five Thousand Dollars and No Cents	\$95,000	00		
46	Concrete Pads, Pipe Support, Thrust Blocks and Fencing for Temporary Pump Station as Shown on Sheet 44; Complete In Place	LS	1					
47	Installation of Lift Station Components Supplied by LIFT CKC; Includes Electrical And All Appurtenances; Complete In Place	LS	1					
48	Temporary 18" D.I.P Force Main; Complete In Place	LF	50					
49	Rip Rap; Complete In Place	SY	260					
<b>SUBTOTAL - Storm Sewer Items Items 22 thru 49</b>								

**TOMBALL INDEPENDENT SCHOOL DISTRICT  
CONSTRUCTION OF DETENTION BASINS, STORM SEWER, AND SITE EARTHWORK  
TO SERVE JUERGEN ROAD EDUCATIONAL CAMPUS  
HARRIS COUNTY, TEXAS**

**BID TOTALS**

GENERAL ITEMS SUBTOTAL	<hr/>
STORMWATER DETENTION BASIN ITEMS SUBTOTAL	<hr/>
STORM SEWER ITEMS SUBTOTAL	<hr/>
TOTAL BASE BID	<hr/>
CONTINGENCY ALLOWANCE	<hr/> <b>\$300,000.00</b> <hr/>
Total Bid	<hr/> <hr/>

**XV. EXHIBIT B – BID BOND**

A bond in the amount of five (5) percent of the proposal issued by an acceptable surety licensed to do business in the State of Texas shall be submitted with each proposal. A certified check or bank draft payable to the Owner or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Proposal Bond. Respondents are advised that performance and payment bonds are required for each project.

The bond will be returned to the Respondent as soon as practical after the opening of the proposals.

Furnish Bid Bond.

## Submit This Document

Company Name: \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_  
\_\_\_\_\_, as SURETY are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Owner", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated \_\_  
\_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the  
same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified  
therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature,  
enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient  
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event  
of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within  
the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the  
amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of  
the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_  
day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these  
present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

By: \_\_\_\_\_

Affix

Corporate

Seal



## Submit This Document

Company Name: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Affix

Corporate

Seal

Attest:

By: \_\_\_\_\_

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of \_\_\_\_\_

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate

Seal

Title: \_\_\_\_\_

\* Power-of-attorney for person signing for surety company must be attached to bond.

**Submit This Document**

**Company Name:**\_\_\_\_\_

**XVI. EXHIBIT C – VENDOR CERTIFICATIONS FORM**

**XVII. EXHIBIT D – PROOF OF INSURABILITY**

Furnish proof of insurability from your insurance provider meeting the requirements set forth in the Contract, attached to this RFP. This can be in the form of a letter or other sample certificates attesting to the ability to comply with the insurance requirements.

**XVIII. EXHIBIT E – PROOF OF BONDING CAPACITY**

Furnish proof of bonding capacity from your bonding agent stating the **bonding limits, current obligations and free bonding capacity** meeting the requirements set forth in the Contract Documents, attached to this RFP. This can be in the form of a letter.

## **XIX. EXHIBIT F - DEVIATION AND EXCEPTIONS FORM**

All respondents are expected to fully comply with all Terms and Conditions of this RFP, including all dates noted, the AIA A104-2017 Standard Form of Agreement as amended by the Owner. Any proposed deviations or exceptions to the Terms and Conditions of this RFP MUST be noted on this sheet. In the absence of any entry on this Deviation Form, the respondent assures the Owner of their full compliance with the Terms and Conditions of this RFP.

Note that this deviation and exceptions form is NOT intended to note any deviations from the Construction Documents or Specifications and other information contained within the Project Manual. Any questions regarding those must be submitted in writing, per the terms of this RFP, and will be addressed accordingly in an Addenda.

The Owner will, at its sole discretion, determine whether the deviations listed below are acceptable. Furnish a description of the requested deviation, noting the impact that the proposed deviation will have on the cost and time of the project, if any, if accepted by the Owner. THIS DEVIATION FORM MUST BE SIGNED BY EACH RESPONDENT WHETHER THERE ARE DEVIATIONS LISTED OR NOT AND SUBMITTED WITH THIS PROPOSAL. THE PROPOSAL FURNISHED SHALL NOT BE QUALIFIED OR CONDITIONED IN ANY WAY ON ACCEPTANCE OF THE DEVIATIONS AND EXCEPTIONS LISTED BELOW.

DEVIATION:	Cost (+/-)	Time (+/-)
------------	------------	------------

Respondent Organization Name\_\_\_\_\_

Authorized Signature\_\_\_\_\_

**XX. EXHIBIT G – PREVAILING WAGE RATES**

**Prevailing Wage Rates - School Construction Trades**  
**Effective March 1, 2016**  
**Texas Gulf Coast Area**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc. in strict accordance with the Texas Government Code Chapter 2258.

**Prevailing Wage Rates  
Worker Classification Definition Sheet**

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofing / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

**END OF DOCUMENT**

This document was developed by PBK Architects, Inc. in strict accordance with the Texas Government Code Chapter 2258.

**XXI. EXHIBIT H - AIA DOCUMENT A104-2017**

The Agreement will be posted with the first Addendum



## XXII. EXHIBIT I - SITE LOCATION

