

SOUTHLAKE



ORIGINAL DOCUMENT

CITY OF SOUTHLAKE

Council Action: Y/N 2

Ord./Res. No. _____
Date Approved 1/31/20

January 30, 2020

American Underwater Services, Inc.
PO Box 126216
Fort Worth, Texas 76126

Attn: Mr. Marty Pearce

Subject: Notification of Contract Renewal for Pond Dredging Services for City of Southlake RFP1901B540FC190004

Dear Mr. Pearce:

The City of Southlake is providing notification of contract renewal for "Pond Dredging Services for City of Southlake RFP1901B540FC190004". This renewal shall become effective March 13, 2020 and shall continue in full force based on the terms and conditions of the initial award. Your company is not requesting an increase at this renewal. As such, all pricing, terms and conditions of the original document shall remain in effect for this renewal period.

The terms and conditions proposed and accepted in this renewal agreement are as follows:

- Payment Terms: Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
- Method of Payment: Shall be made by purchasing card or purchase order.
- Delivery Terms: FOB Destination
- Delivery Locations: IF STATED IN RFP DOCUMENT
- Term of Contract: Shall be effective for twelve months from date of renewal and is eligible for up to three (3) more one (1) year annual renewals.
- City Contact: Junior Camacho 817-748-8357
- Send all billing to: City of Southlake
1400 Main Street, Suite 420, Accounts Payable
Southlake, TX 76092 or accountspayable@ci.southlake.tx.us
- Other Charges: The City of Southlake is a tax-exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

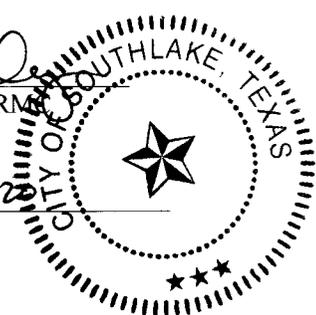
Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,

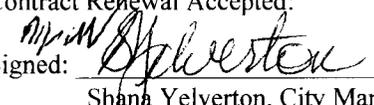
Tim Slifka, CPPC, CPPB
Purchasing Manager, City of Southlake
1400 Main Street, Suite 420
Southlake, Texas 76092
tslifka@ci.southlake.tx.us

Attest: 
Amy Shelley, TRM
City Secretary

Date: 1/31/20



Contract Renewal Accepted:

Signed:  Date: 1-31-2020
Shana Yelverton, City Manager



Timothy Slifka <tslifka@ci.southlake.tx.us>

Contract Renewal for City of Southlake

Marty Pearce <marty@americanunderwaterservices.com>
To: Timothy Slifka <tslifka@ci.southlake.tx.us>
Cc: Junior Camacho <jcamacho@ci.southlake.tx.us>

Thu, Jan 30, 2020 at 2:58 PM

Timothy,
No increase requested.
Thank you,

Marty Pearce

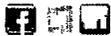


Sales Account Manager
Tel: 817-377-8512

marty@americanunderwaterservices.com www.americanunderwaterservices.com

AMERICAN UNDERWATER SERVICES, INC.

Confidentiality Notice: This e-mail, including any attachments, is confidential and/or attorney privileged. It is intended solely for the use of the individual named above. Any unauthorized review, use, disclosure, or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete and/or destroy the original and all copies of this e-mail, including any attachments. In addition, an unintended recipient should not print, copy, retransmit, disseminate, or otherwise use any information contained in this e-mail.



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ORIGINAL DOCUMENT
CITY OF SOUTHLAKE
Council Action: Y/N
Ord./Res. No. _____
Date Approved 3/14/19

March 13, 2019

American Underwater Services, Inc.
PO Box 126216
Fort Worth, Texas 76126

Attn: Mr. Marty Pearce

Subject: Award Notification for Pond Dredging Services for City of Southlake RFP1901B540FC190004

Dear Mr. Pearce:

The City of Southlake is pleased to inform you that American Underwater Services, Inc. of Fort Worth, Texas is the awarded vendor for "Pond Dredging Services for City of Southlake RFP1901B540FC190004". The award and this agreement are based on your proposal to the City, copy enclosed. This is a single vendor award contract. Your company's award is attached.

The terms and conditions proposed and accepted in this agreement are as follows:

Payment Terms:	Net 30 days (Unless otherwise noted – such as pre- and/or partial payment)
Estimated Quantities:	The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing the awarded items exclusively during the term of the contract from the successful vendors.
Method of Payment:	Shall be made by City procurement card or purchase order
Delivery Terms:	FOB Destination
Delivery Locations:	Vendor Delivery or City employee pick-up.
Term of Contract:	The term of awarded contract shall remain in effect for twelve months from date of award and is eligible for up to four (4) one (1) year annual renewals.
City Contact:	Junior Camacho 817-748-8357
Send all billing to:	City of Southlake 1400 Main Street, Suite 440, Accounts Payable Southlake, TX 76092 or via email to accountspayable@ci.southlake.tx.us
Other Charges:	The City of Southlake is a tax exempt municipal corporation and is exempt from all federal, state, and local sales taxes.

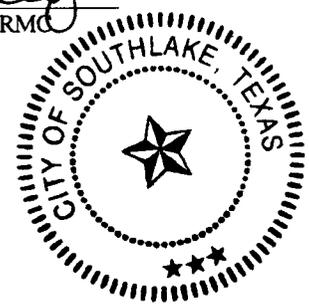
All other specifications, terms and conditions shall be as provided in the original procurement documents. No other attachments to or in response to this agreement will be accepted unless approved in writing by the Purchasing Manager or an authorized representative of the City of Southlake.

Thank you for participating in our procurement process. Please call 817-748-8312 with any questions.

Sincerely,

Tim Slifka, CPPO, CPPB
Purchasing Manager, City of Southlake
1400 Main Street, Suite 440
Southlake, Texas 76092
tslifka@ci.southlake.tx.us

Attest:
Amy Shelley, TRMG
City Secretary



Contract Renewal Accepted by

SJ Signed: Date: 3-14-19
Shana Yelverton, City Manager

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix B (pages 8 through 18) must be included in the proposal submittal
- _____ Appendix C Conflict of Interest Form (page 18) must be included in the proposal submittal.
- _____ HB 89 and SB 252 Item's I and J (page 15) must be completed
- _____ Form 1295 Certificate of Interested Party must be included in the proposal submittal. See page 2.

All proposals submitted to the City of Southlake shall include this page with the submitted Proposal.

RFP Number:	RFP1901B540FC190004
Project Title:	Pond Dredging Services for City of Southlake
Submittal Deadline:	3:00 P.M. (CST), Friday February 15, 2019

Submit electronically* to: www.securebidusa.com

* Requires email account login and password.

Proposer Information:

Proposer's Legal Name:	<i>American Underwater Services, Inc.</i>		
Address:	<i>PO Box 126216</i>		
City, State & Zip	<i>Ft. Worth, TX 76126</i>		
Federal Employers Identification Number #	<i>75-2844913</i>		
Phone Number:	<i>817 377 8512</i>	Fax Number:	<i>817 367 6383</i>
E-Mail Address:	<i>Marty@americanunderwaterservices.com</i>		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative: *Marty Pearce*

Signature of Authorized Representative: *Marty Pearce*

Signed this 5 (day) of February (month), 2019 (year)

I learned of this Request for Proposals by the following means:

- | | |
|---|---|
| <input type="checkbox"/> Newspaper Advertisement | <input type="checkbox"/> City E-mail Notification |
| <input checked="" type="checkbox"/> Southlake Website | <input type="checkbox"/> Cold Call to City |
| <input type="checkbox"/> Mailed Me a Copy | <input type="checkbox"/> Other |
| <input type="checkbox"/> SecureBid | |

Appendix B – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

- A. **Product or Service Description:** Proposers should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. **Additional Hardware Descriptions:** Proposers should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. **Guarantees and Warranties:** Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.
- D. **Project Schedule/Delivery Date:** Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the City's Purchase Order.

2. Cost of Proposed Products and/or Services

- A. **Pricing:** Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. **Schedule of Pricing:** Proposer shall quote unit pricing in accordance with the itemized listing of products or contract segments stated in the Scope of Services and using the following format:

Item #	Quantity	Description of Products/Services	Price
1.	Daily	Floating Dredge Package	\$
2.	Weekly	Floating Dredge Package	\$
3.	Daily	Booster Pump As Required	\$
4.	Per LF	Pipe As Required Per Linear Feet	\$ per lf
5.	Per Svc.	Intake Inspection	\$
6.	Per Svc.	Intake Cleaning	\$
7.	Per Svc.	Intake Inspection and Cleaning (Same Day)	\$
8.	Per cu.yd.	Dredging Pumped into Sediment Bag and Bag Left On-Site	\$
		Dredging Pumped into Sediment Bag and Bag Removed from Site	\$
10.	Daily	Trailer Mounted Dredging Pump	\$
11.	Weekly	Trailer Mounted Dredging Pump	\$
12.	Per Each	Additional Geotextile Sediment Bag 50 x 30	\$
13.	Per Each	Additional Geotextile Sediment Bag 75 x 60	\$
14.	Per Each	Additional Geotextile Sediment Bag 100 x 60	\$
15.	Percent	Additional Sizes Geotextile Bags Discount off Mfg. List	%

16.	Percent	Mobilization Fee – Percent of Total Job Cost	%
		Other Vendor Charges. Please Describe: _____	
17.	Per Svc.	_____	\$
		Other Vendor Charges. Please Describe: _____	
18.	Per Svc.	_____	\$
		Other Vendor Charges. Please Describe: _____	
19.	Per Svc.	_____	\$
		TOTAL ALL LINE ITEMS	\$

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective **for twelve months from date of award**. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be four percent (4%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage 3 %
 Second Additional Year Escalation Percentage 3 %
 Third Additional Year Escalation Percentage 3 %
 Fourth Additional Year Escalation Percentage 3 %

4. Proposer's Experience / Staff

- A. Project Team: Identify all members of the Proposer's team (including both team members and management) who will be providing any services proposed and include information which details their experience.
- B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.
- C. Business Establishment: State the number of years the Proposer's business has been established and operating. If Proposer's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided:

State the number of years' experience the business has: 20 ; and the number of employees: 13 +/-.

- D. Project Related Experience: All Proposals must include detailed information that details the Proposer's experience and expertise in providing the requested services that demonstrates the Proposer's ability to logically plan and complete the requested project.

5. **References**

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: TRWD	
Contact Name: Alice Tu	Contact Title: Infrastructure Engineering
Phone: 817 720 4222	Email: alice.tu@trwd.com
Date and Scope of Work Provided: We have done various jobs for the last 8 years. Projects have included intake inspections, wet well inspections, chemical line installations, and debris removal.	

Reference #2:

Client / Company Name: Garland Power and Light	
Contact Name: Frank Hoelscher	Contact Title: Manger
Phone: 972 485 6491	Email: fhoelscher@gpltxas.org
Date and Scope of Work Provided: We have done intake inspections and clearings for the past 4 years. We have also assisted in sealing stop logs at the Lewisville Dam.	

Reference #3:

Client / Company Name: Brazos Electric	
Contact Name: Sam Henderson	Contact Title: Maintenance Coordinator
Phone: 254 750 6545	Email: shenderson@brazoselectric.com
Date and Scope of Work Provided: We have done intake inspections, intake cleaning, and dredging for the past 8 years.	

Reference #4:

Client / Company Name: Greg Smith Wimbledon HOA President	
Contact Name: Greg Smith	Contact Title: HOA President
Phone: 817 472 8166	Email: smith30@flightline.com
Date and Scope of Work Provided: We have dredged an HOA pond for the last 8 years.	

6. **Trade Secrets and/or Confidential Information**

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. **Federal, State and/or Local Identification Information**

- A. Centralized Master Bidders List registration number: _____
- B. Prime contractor HUB MWBE registration number: NIA
- C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: # _____

8. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Southlake to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to vendors@ci.southlake.tx.us.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Southlake procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: American Underwater Services, Inc.

Contract #: NIA

Description: Diving + Dredging Services

Primary Contact (Name): Marty Pearce

Primary Contact Phone Numbers: Home: 817 377 8512 Cell: 817 680 0661

Secondary Contact (Name): Anthony D. Iulio

Secondary Contact Phone Numbers: Home: 817 377 8512 Cell: 817 797 8522

After Hours emergency opening fee, if applicable: \$ _____

9. **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase **No, Only the City can purchase**

11. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. **Delivery of Products and/or Services**

- A. **Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. **Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. **Late Delivery or Performance:** If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.
- D. **Title to Goods and Risk of Loss:** For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. **Miscellaneous**

- A. **Independent Contractor:** Proposer agrees that Proposer and Proposer's employees and agents have no employer-employee relationship with City. Proposer agrees that if Proposer is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. **Assignments:** The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- C. **Liens:** Proposer shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Proposer or Proposer's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. **Gratuities / Bribes:** Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. **Financial Participation:** Proposer certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- F. **Required Licenses:** Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. **Authority to Submit Proposal and Enter Contract:** The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.
- H. **Compliance with Applicable Law:** Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.
- I. **Compliance with HB 89:** Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Southlake.

Yes, we agree **No, we do not agree**

- J. **Compliance with SB 252:** Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Southlake.

Yes, we agree **No, we do not agree**

3. Financial Responsibility Provisions

- A. **Insurance:** The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

- B. **Indemnification**: Proposer agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Southlake who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. *The Finance Department is required by law to post the statements on the City’s website.*

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a person who has a business relationship as defined by Section 176.001, Chapter 176, Local Government Code, and the person meets requirements under Section 176.005(a).

This questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. (See Section 176.006, Local Government Code.)

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

1 Name of person who has a business relationship with local governmental entity:

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

This is required if the questionnaire is being filed in accordance with the applicable local government code and the questionnaire is being filed after the date the original filed questionnaire became a public record.

3 Name of local government officer with whom filer has employment or business relationship:

Business Officer

1. Is the officer a member of the same political party as the filer? Yes No

2. Is the officer a member of the same religious organization as the filer? Yes No

3. Is the officer a member of the same fraternal organization as the filer? Yes No

4. Is the officer a member of the same labor organization as the filer? Yes No

5. Is the officer a member of the same professional organization as the filer? Yes No

6. Is the officer a member of the same trade association as the filer? Yes No

4 Matylen
Signature of the filer or person doing business with the local governmental entity

2-5-19
Date

Adopted by Ord. 20110

Appendix D – No Intent to Submit Form

If your firm has chosen not to submit a proposal for this procurement, please complete this form and submit to:

City of Southlake
Purchasing Division, Department of Finance
1400 Main Street, Suite 440
Southlake, Texas 76092

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the City of Southlake | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Cannot submit electronically | |

Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____



ADDENDUM NUMBER # 1

To: All Proposers

Date: February 6, 2019

Request for Proposal: RFP1901B540FC190004 Pond Dredging Services for City of Southlake

Proposal Due Date: 3:00 p.m., February 15, 2019

1. Addendum No. 1, dated February 6, 2019, per Addendum #1, the City of Southlake is revising the Schedule of Pricing and answering vendor submitted questions.

QUESTION: How many ponds are there to be dredged?

ANSWER: Currently none. The City has ten (10) ponds which are included as part of this contract. These include: Rustin Park, McPherson Park, Bicentennial Park Pond 1, Bicentennial Park Pond 2, Bob Jones Park Pond 1, Bob Jones Park Pond 2, North Park, Liberty Park at Sheltonwood, and Chesapeake Park. This number may increase or decrease in the future. With this RFP the City wishes to enter into a renewable contract with a vendor to provide dredging services on an ongoing basis for locations as required throughout the City.

QUESTION: Do you know the cubic yards to be removed?

ANSWER: No. Each project location when/as required, will have its own specifications.

QUESTION: Can we get a map or Google Earth location of the ponds?

ANSWER: Maps with addresses of current City Lakes/Ponds are included with this addendum.

QUESTION: Do you have drawings of the ponds with elevations?

ANSWER: No.

QUESTION: I understand that the use of Geo Tubes is preferred, have you considered mechanical dewatering equipment in lieu of Geo Tubes?

ANSWER: Per the proposal Scope of Services - "Floating barge dredging with Geotextile sediment bag is the method preferred by the City. Other means of dredging may be employed pending City approval. Proposer may offer other methods suitable for various locations in their submitted proposal." The City will review all submitted options and has used mechanical dewatering options in the past.

QUESTION: The pricing schedule has line item #10 and #11 asking for pricing on trailer mounted dredge pump. Can you give us your definition of trailer mounted dredge pump?

ANSWER: The City anticipates normally requesting a 6-8 inch trailer mounted diver assisted dredging pump. This package is basically a vacuum dredge apparatus with a 6-8 inch hose to vacuum sediments and includes a diver. Proposer may list other available options and corresponding pricing.

QUESTION: Will any bonding be required for this project?

ANSWER: There is not a current project. This proposal is to establish an ongoing contract with a vendor to provide these services. Each individual project may or may not require bonds. This will depend on the individual service requested and will be discussed with the awarded vendor at time of project.

QUESTION: Do you have an idea as to which lake would be dredge first so we have a better understanding of the project? Or addresses of multiple lakes to use as an example?

ANSWER: This proposal is to establish an ongoing contract with a vendor to provide these services. Maps with current City Lake/Pond addresses has been provided as part of this addendum. No other information is available at this time as no individual location is being considered.

QUESTION: I assume most of the projects that will be let under this contract will be for small ponds around the city. With that in mind, we assume you are looking for a 6" floating dredge package or equivalent. Can you confirm this is the case? This will help make sure all the bidders are submitting on the same size equipment resulting in comparable price comparison in the end.

ANSWER: This proposal is to establish an ongoing contract with a vendor to provide these services. Maps with current City Lake/Pond addresses has been provided as part of this addendum. No other information is available at this time as no individual location is being considered.

QUESTION: Line 16 of the pricing schedule allows for the mobilization fee to be a percentage of the total job cost. Can this item be changed to a lump sum or fixed amount per dredging event? The cost for us to setup will be the same whether it is for 1 day, 1 week, or 1 month. We believe this will make it easier to evaluate in the end and for contractors to provide the owner the best possible pricing.

ANSWER: A fixed fee pricing option has been added to the revised Schedule of Pricing.

QUESTION: Line items 8 and 9 are going to be almost impossible to give accurate pricing for since there isn't a specific job or scope of work for the initial RFP. The remaining line items are essentially time and material rates and could be used to cover any dredging work that

would take place during a project. Will it be acceptable to submit no bids for these items or can they be removed until a specific project scope is available for evaluation?

ANSWER: Line 8 from the Schedule of Pricing has been removed. Line 9 has been revised to requiring pricing based on sediment bag size used and vendor removal of bag and material. Proposer may No Bid any item they choose. Proposals are evaluated on the Vendors ability to provide required services. Failure to provide all required services by no bidding an item may result in a lower overall score within that evaluation factor.

QUESTION: Can you forward any additional information for this proposal? The scope of services does not include any descriptions or references to the locations to be dredged. Kmz files or physical addresses would be most helpful for each location. If you have any other information such as bathymetric surveys or volume of material, that would also be appreciated.

ANSWER: This proposal is to establish an ongoing contract with a vendor to provide these services. Maps with current City Lake/Pond addresses has been provided as part of this addendum. No other information is available at this time as no individual location is being considered.

QUESTION: We wanted to see if Southlake has looked at the alternative processing method of uses centrifuges with a dredge to clean your ponds?

ANSWER: Per the proposal Scope of Services - "Floating barge dredging with Geotextile sediment bag is the method preferred by the City. Other means of dredging may be employed pending City approval. Proposer may offer other methods suitable for various locations in their submitted proposal." The City will review all submitted options.

2. REVISED SCHEDULE OF PRICING.

The City has revised the Schedule of Pricing as part of this addendum.

Item #	Quantity	REVISED SCHEDULE OF PRICING	
		Description of Products/Services	Price
1.	Daily	Floating Dredge Package	\$ 3,200.00
2.	Weekly	Floating Dredge Package	\$ 13,500.00
3.	Daily	Booster Pump as Required	\$ 350.00
4.	Per LF	Pipe as Required Per Linear Feet	\$ 2 per lf
5.	Per Svc.	Intake Inspection	\$ 2,250.00
6.	Per Svc.	Intake Cleaning	\$ 2,650.00
7.	Per Svc.	Intake Inspection and Cleaning (Same Day)	\$ 3,250.00
8.	Per Svc.	Dredging Pump into Sediment Bag and Bag Lift On-Site	REMOVED

9.	Per Bag	Dredging Pumped into Sediment Bag and Bag Removed from Site by Vendor.	
9a.	Per Bag	Sediment Bag 50 x 30	\$ 11,500.00
9b.	Per Bag	Sediment Bag 75 x 60	\$ 31,000.00
9c.	Per Bag	Sediment Bag 100 x 60	\$ 40,000.00
10.	Daily	Trailer Mounted Dredging Pump with Diver Assist	\$ 3,200.00
11.	Weekly	Trailer Mounted Dredging Pump with Diver Assist	\$ 13,500.00
12.	Per Each	Additional Geotextile Sediment Bag 50 x 30	\$ 2,500.00
13.	Per Each	Additional Geotextile Sediment Bag 75 x 60	\$ 3,375.00
14.	Per Each	Additional Geotextile Sediment Bag 100 x 60	\$ 4,500.00
15.	Percent	Additional Sizes Geotextile Bags Discount off Mfg. List	10 %
16.	Percent	Mobilization Fee - Percent of Total Job Cost	25 %
17.	Per Svc.	Mobilization Fee - One Time Cost	\$ 500.00
18.	Per Each	Additional Diver, As Required	\$ 40 per hr
19.	Per Svc.	Other Vendor Charges. Please Describe: <u>Diving services</u> <u>Pipe Penetration</u>	\$ 4 LF
20.	Per Svc.	Other Vendor Charges. Please Describe: _____	\$
21.	Per Svc.	Other Vendor Charges. Please Describe: _____	\$
TOTAL ALL LINE ITEMS			\$

3. There are no other changes.

Sharen Jackson

Sharen Jackson
Chief Financial Officer
City of Southlake

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their proposal submission.

Signed: *Marty Lee* Dated: 2-13-19

Company Name: American Underwater Services