



March 27, 2025

**CITY OF MIDLAND
MIDLAND, TEXAS
WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS**

Addendum No. 4

Attention is called to the following modifications to the referenced Plans, Specification and Contract Documents for the above referenced project. The City of Midland (City) will receive sealed Proposals for WWP Solids Handling Improvements at the City Secretary's office, located at 300 North Loraine, Suite 330, Midland, TX 79701, by 2:00 p.m., local time on **Wednesday, April 9, 2025**, at which time the sealed Proposals received will be publicly opened and read. We hereby modify the documents as follows:

CONTRACT:

1. The Request for Proposal Form has been revised to provide alternative line items to demolish the existing gravity thickener as well as a line item for an additional volute press has been added. **REPLACE** the Request for Proposal Form in it's entirety with the attached Request for Proposal.

SPECIFICATIONS:

1. **ADD** Specification 15109 – Air Valves. This specification has been added to clarify the type of air valves required for the project.
2. Specification 15100 – Section 3.3 Valve Schedule. **ADD** the table below after 3.3.B. This is a table of valves for the project. This valve schedule for valves 6" and above for the project.

| Valve Type. | Valve Size | Actuation | Fitting Type | Quantity | Location |
|-------------|------------|-----------|--------------|----------|----------------------|
| Plug Valve | 6" | Manual | MJxMJ | 5 | Yard Piping |
| BFV | 6" | Actuated | MJxMJ | 1 | Yard Piping |
| Plug Valve | 6" | Manual | FLxFL | 4 | Dewatering Building |
| Check Valve | 6" | Manual | FLxFL | 2 | Dewatering Building |
| Plug Valve | 6" | Manual | FLxFL | 2 | Recycle Pump Station |
| Check Valve | 6" | Manual | FLxFL | 2 | Recycle Pump Station |

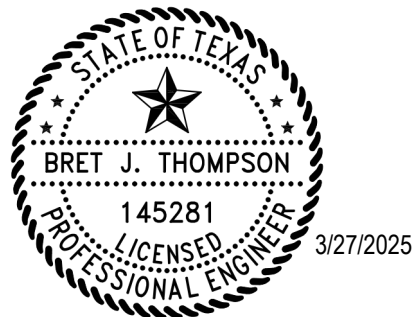
PLANS:

1. **REMOVE** and **REPLACE** Sheet 14 with the plan sheet attached to this Addendum. Updated to address minor clarifications.
2. **REMOVE** and **REPLACE** Sheet 15 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

3. **REMOVE** and **REPLACE** Sheet 17 with the plan sheet attached to this Addendum. Updated to address minor clarifications.
4. **REMOVE** and **REPLACE** Sheet 25 with the plan sheet attached to this Addendum. Updated to address minor clarifications.
5. **REMOVE** and **REPLACE** Sheet 28 with the plan sheet attached to this Addendum. Updated to address minor clarifications.
6. **REMOVE** and **REPLACE** Sheet 31 with the plan sheet attached to this Addendum. Updated to address minor clarifications.

This addendum consists of twenty-five (25) pages and becomes a part of the referenced plans, specifications and contract documents and shall be acknowledged by the proposer and attached to the sealed proposal submitted.

Bret Thompson
By Bret Thompson P.E. #145281
Project Manager



REQUEST FOR PROPOSALS (RFP)

**CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements**

The City of Midland (Owner) is now accepting proposals in order to evaluate pricing and qualifications of a contractor to construct the work identified as Water Treatment Plant Solids Handling Improvements Project. Sealed proposals will be received until **2:00 p.m. on April 9, 2025**. Proposers shall deliver sealed proposals to the Owner at the following address:

**City of Midland
Attn: City Secretary's Office
300 N. Loraine, Suite 330
Midland, Texas 79701**

OR

**City of Midland
Attn: City Secretary's Office
P O Box 1152
Midland, Texas 79702**

Proposal Documents may be obtained from Civcast at www.civcastusa.com. Neither Owner nor Engineer will be responsible for full or partial sets of Proposal Documents, including addenda, if any, obtained from sources other than the Issuing Office.

GENERAL INFORMATION AND OVERVIEW

The purpose of this RFP is to contract with a firm to construct the Midland Solids Handling Improvements at the Midland Water Purification Plant. The work consists of the following primary elements:

- Modifications of existing solids holding tank with surface mixer and decanter.
- Removal and replacement of recycle pump station pumps.
- Modification of existing solids dewatering building.
- Installation of new progressive cavity pumps for solids transfer.
- Installation of new volute dewatering press.
- All necessary appurtenances and electrical improvements.

The City of Midland reserves the right to reject any or all proposals or to waive any informalities in the proposals.

PROPOSAL PROCESS:

1. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer no later than 72 hours prior to the RFP submittal deadline. RFI/C's to be requested in writing to:

Mr. Bret Thompson, PE
Enprotec/Hibbs & Todd
1310 Weatherford Highway
Granbury, Texas 76048
Phone: 682-498-6000
Email: bret.thompson@e-ht.com

2. Written responses to RFI/C's requiring Addendum will be made available to all Proposal holders on record no later than 24 hours prior to the RFP Submittal Deadline.

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3. One (1) bound copy and one (1) digital PDF version of the Proposal shall be due by the date and time indicated. Proposals received after the closing hour of the due date shall not be considered.
4. Proposal packages must be hand delivered, mailed or shipped by means of a delivery tracking system to confirm delivery time, date, and person signing for delivery.
5. Proposals will be publicly opened and read aloud after the closing hour of the due date.
6. The Owner shall exercise sole discretion as to the schedule and process of evaluating the proposals according to the requirements contained herein.
7. Criteria for award of the Project will include a weighted matrix developed by the Owner, for a maximum number of 100 points, based on the following criteria:
 - a. Proposal Pricing (Base Bid) 50%
 - b. Proposer Qualifications 30%
 - c. Proposal Time 10%
 - d. Proposer Safety Record 10%

PROPOSAL FORMAT & REQUIREMENTS:

1. The RFP shall be the basis for each proposal.
2. Proposals shall be addressed to the Owner, as indicated, in a sealed package that shall be independent of the mailing/shipping packages. The proposal package shall be clearly marked as "City of Midland, WPP Solids Handling Improvements, Proposal Package" on the package label. The package label shall include the name and address of the Respondent's company.
3. Proposals shall be submitted in bound documents.
4. Proposals sent by facsimile (fax) machine or by email shall be rejected as being non-responsive to the RFP.
5. Proposal Pricing shall be for the entirety of the work shown or specified and shall be listed on the Price Proposal Sheet of this RFP.
6. All exclusions shall be listed in specific terms, quantities, and values.
7. No Respondent may withdraw its Proposal within 60 days after the actual date of the opening thereof.
8. A Proposal may be withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted prior to the date and time of the RFP submittal deadline. Upon receipt of such notice, the unopened Proposal will be returned to the Respondent.
 - a. If a Respondent wishes to modify its Proposal prior to the RFP submittal deadline, Respondent must withdraw its initial Proposal in the manner specified and submit a new Proposal prior to the date and time of the RFP submittal deadline.

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- b. If within 24 hours after Proposals are opened any Respondent files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Proposal, that Respondent may withdraw its Proposal, and the Bid Security will be returned. Thereafter, if the Work is rebid, that Proposer will be disqualified from further bidding on the Work.
- 9. Respondents shall satisfy themselves of the accuracy of the requirements in the RFP by examination of the sites in addition to the review of the Proposal Documents. After proposals have been submitted, the Respondent shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done. The RFP contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Respondent or relieve them from fulfilling any of the conditions of any Contract awarded under this RFP.
- 10. A certificate of insurance as provided for in the Proposal Documents, naming Owner and Engineer as co-insured, shall be required for any Contract awarded under this RFP. Respondent's insurance company shall be required to give a minimum of 30 days prior notice of policy or coverage cancellation.
- 11. A PERFORMANCE and PAYMENT BOND, each in the amount of 100 percent (100%) of the Contract Price, issued by a corporate surety authorized to conduct business in the State of Texas under Article 7.19-1, Texas Insurance Code, will be required for the faithful performance of any Contract awarded under this RFP. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each bond a certified and effective dated copy of the power of attorney. The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE AND PAYMENT BONDS within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the Proposer. The NOTICE OF AWARD shall be accompanied by the necessary Agreement, Bond Forms, and insurance requirements. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period.
- 12. Respondent must provide documentation with Proposal proving that they possess a Water Operator D license, or better, in the state of Texas, and the successful Respondent will be required to maintain said license throughout duration of the project.
- 13. Proposals shall include, at a minimum, the following sections and documentation in response to the RFP:
 - a. Request for Proposal Document – A complete copy of this RFP, including addenda, if any, shall be submitted as a Proposal Section, in its entirety, to include the Price Proposal Sheet to be completed by the Respondent.
 - b. Pricing, as follows:
 - i. Pricing shall be submitted by item on the attached Price Proposal Sheet. Failure to price all listed items may be considered non-responsive to the RFP.
 - ii. Pricing shall include all proposal development costs, mobilization, labor, material, transportation, equipment, incidentals, appurtenances, demolition, removal, demobilization, overhead, and profit to cover the finished work specified in this RFP document, achieving a

fully functional system.

- iii. Pricing shall reflect the Owner's sales tax exempt status.
- iv. Pricing shall include all freight and handling costs, F.O.B., Owner's destination.
- v. Pricing shall include insurance and bonding costs.
- c. Statement of Qualifications Section shall include the following minimum information:
 - i. Company Profile with listing of principals by percent ownership and their role in the company.
 - ii. Type of company – corporation, sole proprietorship, etc.
 - iii. Primary field of business interest (water/wastewater, industry, oil & gas, etc.), listed by percent of revenue.
 - iv. Date of Incorporation and/or start-up.
 - v. Number of years under the current ownership structure and business name.
 - vi. Number and location of offices and technical support centers.
 - vii. Percentage of this project, based on cost, that shall be:
 - Self-performed – completed by company personnel = what percent.
 - Sub-contracted – completed by personnel of other companies = what percent.
 - viii. Listing of all sub-contractors proposed to be used, including a complete Statement of Qualifications as required under this section to be completed by any sub-contractor anticipated to perform over 10% of the work by cost.
 - ix. Number of employees (not subcontractor employees) dedicated to construction, integration, and technical support.
 - x. Resume and experience of each person to be assigned to this project, to include:
 - The individual's technical background as it relates to this project and related field of interest.
 - The individual's duration with the Proposer's company.
 - The individual's proximity to the Owner's facilities as a reasonable response expectation for technical and service support.
 - The individual's company of employment if different from the Respondent.
 - Detailed project-specific and Owner's references for the proposed Project Manager and Field Superintendent.

- xi. Areas of specialization including required licenses and certifications.
- xii. Area of geographical coverage of related project and service activities.
- d. Reference Section shall include:
 - i. A listing of previous project referenced and experience shall be provided by the Proposer, information to include:
 - Name of entity.
 - Project name.
 - Contact person.
 - Phone number.
 - City of office.
 - Year work completed.
 - ii. A list of a minimum of three (3) similar projects that include the complexity and magnitude of work to be completed in this project, and that have been completed by the Proposer. The list must include contact names, titles, addresses, email addresses, and telephone numbers for references.
- e. Safety Record:
 - i. Include Business's safety organization and safety performance required in Qualifications Statement.
- f. Project Schedule:
 - i. Include with proposal a detailed project schedule from the Notice to Proceed for the timetable for completing the construction of the Work within the time proposed on the Price Proposal Sheet
 - ii. Final Completion shall be sixty (60) calendar days from the date established for Substantial Completion.

TERMS AND CONDITIONS:

- 1. The Owner hereby notifies all Respondents that:
 - a. The purchase contemplated by this RFP shall be procured in strict compliance with the local, state and federal laws.
 - b. There is no pre-disposition of award to any particular company at the time of advertisement of this RFP.
 - c. An invitation to any Respondent, verbal or otherwise, does not waive any requirement set forth in this RFP.

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- d. In regard to any agreement entered into pursuant to this document, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.
2. The Owner reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal, or part thereof, which in the opinion of the Owner, is most advantageous to the Owner. In case of ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous proposal thereof or to reject the proposal.
3. Respondents may modify their proposal by written addendum at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to the closing hour of the proposal due date. The addendum should not reveal the proposal pricing, but should provide the addition or subtraction or other modification so that the Owner will not know the final pricing or terms until the sealed proposal, and its addendum, is opened.
4. Owner will not provide interpretation of the meaning of Proposal Documents to any Respondent orally. Such communication must be in writing in the form of an RFI/C and directed to the Engineer as stated herein. Where this RFP is ambiguous or in conflict with on-site conditions, the Respondent shall bring forth questions for clarification, and shall assume all responsibility for a fully functional system prior to submitting a proposal. The Owner and Engineer shall determine the meaning and requirements of any questionable items.
5. Requests for Information/Clarification (RFI/C's) shall be submitted to the Engineer, as previously indicated.
6. Respondents shall assume all responsibility for verifying Engineer's receipt of Requests for Information/Clarification (RFI/C). Where applicable, an addendum or written clarification shall be provided to all Respondents to clarify the meaning of questionable items.
7. Evaluation of proposals will be based on the base-bid criteria stated herein. The best-value proposal submitted by a responsible, responsive, qualified Respondent will be selected for negotiations with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal to produce a net amount which is within available funds. The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve its interests. The Owner may select which alternatives to include in the final contract pricing for the project.
8. At the time of the opening of proposals, each Respondent will be presumed to be thoroughly familiar with the technical requirements, including any addenda, as set forth herein. The failure or omission of any Respondent to examine any site condition, form, instrument, or document shall in no way relieve any Respondent from any obligation with respect to the proposal. It is the Respondent's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the Proposal Documents and all Respondents shall be bound by such addenda, whether or not received by the Respondents.
9. The Owner may make such investigations as deemed necessary to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any

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proposal if the evidence submitted by, or the investigation of, such Respondent fails to satisfy the Owner that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

10. Respondents must inform themselves fully of the conditions relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful Respondent of their obligation to furnish all labor and material necessary to carry out the provisions of any Contract awarded under this RFP. The conduct of required work shall not cause any interruptions of, or interfere with, the work of any other contractors.
11. The Respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though therein written out in full.
12. The Respondent is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be identified and shall be acceptable to the Owner.
13. With respect to all work performed under this Contract, the Respondent shall meet the following requirements, where scope of work is applicable:
 - a. Comply with the safety standards and provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons, including employees, and property. Proposer shall conduct weekly safety meetings to insure a safe working environment. The Owner shall reserve the right to request documentation of such meetings and safety training practices.
14. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Respondents: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a Respondent unless the Respondent has provided to the Owner a completed, signed and notarized TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the Owner. The TEC Form 1295 may accompany the Proposal or may be submitted separately but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is City of Midland; the contract ID number is 8207 and the description of goods and services is Water Treatment Plant Solids Handling Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any Respondent with respect to the proper completion of the TEC Form 1295.**

SELECTION OF PROPOSER:

Following the review and evaluation of the RFPs, the Owner will notify the most qualified Proposer providing the best-value proposal for the project in writing. Negotiations will be conducted with the selected Proposer to achieve a contract for the Project. If negotiations are unsuccessful, negotiations will be terminated with the Proposer and the Owner will enter into negotiations with the second most qualified, best-value Proposer.

A "Notice of Award" will be issued upon approval of the selected Proposer's contract. A "Notice-to-Proceed" may be issued by the Owner to initiate each work element of the project. The selected Proposer shall be prepared to arrive on site to initiate construction of the proposed improvements upon immediate readiness demanded by the proposed completion date. The selected Proposer shall coordinate its proposed construction schedule with the Owner and Engineer prior to mobilization.

PAYMENT:

Upon notice to proceed, the selected Proposer shall submit a schedule of values to the Engineer for approval as a basis of partial payment requests throughout the project. The selected Proposer may submit monthly invoices for work completed and materials purchased during the previous 30-day period based on the schedule of values. Piping material is not eligible for materials-on-hand. All invoices shall reflect a five percent (5%) retention from the amount of the draw request.

Owner shall remit the net amount of the invoice within 30 days of receipt of the invoice. All retained amounts shall be remitted upon final completion of the project as approved by the Owner and release of a Certificate of Completion.

CONDITIONS OF AWARD:

The Proposals will be considered and evaluated for award based upon the criteria set forth in this RFP.

The Price Proposal Sheet shall be completed with pricing of all items as required by the Proposal Documents of this RFP, and meet the terms thereof. All blank spaces for priced items must be filled in, in ink or typewritten, and the pricing form must be fully completed and executed when submitted. The Owner may waive any informalities or minor defects or reject any or all proposals. The Owner reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Owner. In case of ambiguity or lack of completeness in stating the prices in any proposal, the Owner reserves the right to consider the most advantageous thereof.

CITY OF MIDLAND
Water Treatment Plant Solids Handling Improvements
BID PACKAGE PRICE PROPOSAL SHEET

Proposer must completely fill out and provide pricing for all items and sections of the Price Proposal Sheet below.

BID PROPOSAL

| ITEM No. | EST QTY | DESCRIPTION AND UNIT PRICE (Price to be written in words) | UNIT PRICE | TOTAL AMOUNT |
|----------|---------|--|------------|--------------|
| 1 | 1 LS | Mobilization, Bonds and Insurance (not to exceed 5 percent of proposal) for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |
| 2 | 1 LS | Remove and replace existing Submersible Pumps in the Recycle Pump Station of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |
| 3 | 1 LS | Modifications to existing Solids Holding Basin with the surface mixer and floating decanter as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |
| 4 | 1 LS | Modifications to existing Gravity Thickener Basin removal of piping and equipment as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |
| 5 | 1 LS | Remove and replace existing Progressive Cavity Pumps in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |
| 6 | 1 LS | Installation of new Volute Dewatering Press with two (2) barrels and polymer system in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |
| 7 | 1 LS | Modifications to Sludge Dewatering Building in at the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | - | \$ _____ |

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| ITEM No. | EST QTY | DESCRIPTION AND UNIT PRICE (Price to be written in words) | UNIT PRICE | TOTAL AMOUNT |
|--|---------|--|------------|---------------|
| 8 | 1 LS | Furnish and install listed equipment above and remaining improvements shown in the contract documents, all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum. | | \$ _____ |
| 9 | 1 LS | Allowance for work directed in writing by the City for legitimate project related issues at the direct cost for such work (NOTE: Contractor's cost for bonds, insurance, profits, etc. associated with this allowance shall be included in the lump sum for Bid Item No. 8 above) at a lump sum amount of _____ One Hundred Thousand Dollars and _____ Zero Cents per lump sum. | | \$ 100,000.00 |
| BID PROPOSAL TOTAL (Items 1 thru 9) | | | | \$ _____ |

ALTERNATIVE BID PROPOSAL – CIRCLE ADDITIVE OR DEDUCTIVE

| ITEM No. | EST QTY | DESCRIPTION AND UNIT PRICE (Price to be written in words) | Additive or Deductive | TOTAL AMOUNT |
|----------|---------|--|--|--------------|
| A1 | 1 LS | Furnish and install one additional dewatering barrel per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |
| A2 | 1 LS | Furnish and install two additional dewatering barrels per Specification 11145, and all related appurtenances, as shown and as specified, complete and in place, for _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |
| A3 | 1 LS | Furnish an additional 12 months warranty (for a total of 36 months) herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |
| A4 | 1 LS | Furnish an additional 24 months warranty (for a total of 48 months) herein for a lump sum of _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |

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| ITEM No. | EST QTY | DESCRIPTION AND UNIT PRICE (Price to be written in words) | Additive or Deductive | TOTAL AMOUNT |
|-----------------|----------------|---|--|---------------------|
| A5 | 1 LS | Replacement of line item 5 with two (2) double disc pumps per specification 11169 in the Sludge Dewatering Building of the WPP as specified, for herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |
| A6 | 1 LS | Alternative to Item 4 to demolish existing Gravity Thickener as specified, for herein for a lump sum of _____ _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |
| A7 | 1 LS | Purchase of an additional Volute Dewatering Press with two (2) barrels and polymer system per Specification 11145 in the Sludge Dewatering Building of the WPP as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum. | Additive Or Deductive | \$ _____ |

***Maximum allowable Proposal Time for substantial completion is _____ calendar days.**

Proposer agrees that the Work will be substantially complete, as provided in the General Conditions, within the number of calendar days shown above and completed and ready for final payment in accordance with the General Conditions within 60 calendar days after the date that substantial completion is reached.

Respectfully Submitted (Respondent): _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Proposal Documents in accordance with the other terms and conditions of this RFP.
2. Proposer accepts all of the terms and conditions of the RFP, including without limitation those dealing with the disposition of pricing security. The Proposal will remain subject to acceptance for 45 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.
3. In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:
 - A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all which is hereby acknowledged.

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by stature, covenants to obtain such qualification prior to contract award.
 - C. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the undersigned agrees to enter into an agreement to perform and furnish all Work as specified or indicated in the Proposal Documents for the amounts indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.
 - D. Proposer accepts all of the terms and conditions of these Proposal Documents including, without limitation, those dealing with the disposition of Bid security, required bonds, and the liquidated damages that may be imposed. This Proposal shall remain subject to acceptance for a period of 45 days after the day of Proposal opening. The Proposer shall sign and submit the Agreement with the bonds and other required documents within 10 days after the receipt of Notice of Award from the Owner.
 - E. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
 - F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 5. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any individual or entity to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.
 - 6. Proposer will complete the Work in accordance with the Proposal Documents for the prices proposed in the Price Proposal Sheet or as modified during negotiations with the Owner.
 - 7. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times specified.
 - 8. The following documents are attached to and made a condition of this Proposal:
 - A. Advertisement
 - B. Notice to Bidders
 - C. General Conditions of Bidding
 - D. Qualifications Statement
 - E. Standard Purchase Terms and Conditions
 - F. Non-Collusion Affidavit of Prime Proposer

- G. Debarment / Suspension Certification
 - H. Bid Bond Not Required
 - I. Contract
 - J. Exhibit C – Bonding Requirements
 - K. Exhibit D – Heavy & Highway Wage Rates rev. 01/03/2025
 - L. Exhibit D – Building Water Rates rev. 01/03/2025
 - M. Performance Bond
 - N. Payment Bond
 - O. Standard General Conditions of the Construction Contract
 - P. Conflict of Interest Reporting Requirements
 - Q. Conflict of Interest Questionnaire
 - R. Consideration of Location of Bidder's Principal Place of Business
9. The Proposer is required to include their proposed construction schedule.

SECTION 15109

AIR VALVES

PART 1 GENERAL

1.1 SUMMARY

- A. The contractor shall furnish and install air release, air/vacuum, and combination air valves made of composite materials, complete as shown on the plans and specified herein.
- B. Related Sections:
 - 1. Division 01 - General Requirements
 - 2. Section 11005 "Equipment: Basic Requirements"
 - 3. Section 15100 "Valves: Basic Requirements"
 - 4. Section 15104 "Ball Valves"

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Water Works Association (AWWA):
 - a. C512, Standard for Air-Release, Air-Vacuum, and Combination Air Valves for Waterworks Service.
 - b. American National Standard Institute

1.3 SUBMITTALS

- A. Submit under provisions of Division 01.
- B. The following submittals are required, at a minimum:
 - 1. Shop Drawings: See Specification Section 15100.
 - 2. Operation and Maintenance Manuals:
 - a. See Division 01 for requirements for the contents of Operation and Maintenance Manuals.
- C. Include any other information necessary for the ENGINEER to determine compliance with the specifications.
- D. All deviations from Contract Documents shall be clearly identified and approved in writing by the ENGINEER.
- E. Partial or incomplete submittals will not be reviewed by ENGINEER.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the manufacturers listed in the applicable articles below are acceptable.
- B. Acceptable:
 - 1. APCO
 - 2. Cla-Val
 - 3. A.R.I.
 - 4. Crispin Valves
 - 5. Engineer approved equal.

2.2 GENERAL

- A. Obtain all valves from a single manufacturer.
- B. End connections to be compatible with those specified in the contract documents and shown on the Drawings. End connections shall be threaded male connection (National Pipe Thread).
- C. All components shall be compatible with the process fluid as specified herein.
- D. All valves specified under this section shall be furnished with 316 stainless steel ball valves equal to the size of the connection in accordance with Section 15.
- E. All valves shall be rated for a maximum working pressure of 250 psi.
- F. Valves designated for service in solids-bearing liquids such as raw water or sludge shall incorporate appropriate provisions to prevent clogging of the valve mechanism.

2.3 VALVE TYPES

- A. Air/Vacuum Valves
 - 1. The valve shall automatically discharge and/or admit large volumes of air during the filling or draining of a pipeline.
- B. Combination Air Valves
 - 1. The combination air valve shall include (A) air and vacuum component and (B) air release component.
 - a. The air and vacuum component shall automatically discharge and/or admit large volumes of air during the filling or draining of a pipeline.

- b. The air release component shall automatically release small volumes of air while the pipeline is full and operating under pressure.

C. Vacuum Breaker

- 1. The valve shall protect the pipeline from a vacuum by allowing large volumes of air into the pipeline.
- 2. The valve shall not allow any volume (small or large) to vent out of the pipeline.

D. Vacuum Guard

- 1. The valve shall allow air to be vented out of the pipeline.
- 2. The valve shall not allow any relief of a vacuum.

E. Surge Arrester (Non-Slam)

- 1. The valve shall protect the pipeline from water hammer effects.

2.4 MATERIALS OF CONSTRUCTION

A. Body: Reinforced Nylon (NSF 61 Certified)

B. Discharge Outlet: Polypropylene (NSF 61 Certified)

C. Rolling Seal: EPDM (NSF 61 Certified)

D. Rolling Seal Assembly (2" Valve)

- 1. Screws: Stainless Steel (Type 316)
- 2. Plug Cover: Reinforced Nylon (NSF 61 Certified)
- 3. Rolling Seal: EPDM (NSF 61 Certified)
- 4. Plug: Reinforced Nylon (NSF 61 Certified)

E. Clamping Stem: Reinforced Nylon (NSF 61 Certified)

F. Float: Foamed Polypropylene (NSF 61 Certified)

G. Base: Reinforced Nylon (NSF 61 Certified)

H. O-ring: BUNA-N (NSF 61 Certified)

I. Cover (When specified in SCHEDULE): Cast Iron ASTM A48 Class 35B

2.5 ACCESSORIES

A. Furnish any accessories required to provide a completely operable valve.

2.6 SOURCE QUALITY CONTROL

- A. Shop hydrostatically test in accordance with AWWA C512.

2.7 MAINTENANCE MATERIALS

- A. Provide one (1) set of any special tools or wrenches required for operation or maintenance for each type valve.

PART 3 EXECUTION

3.1 INSTALLATION

- A. See Specification Sections 11005 and 15100.

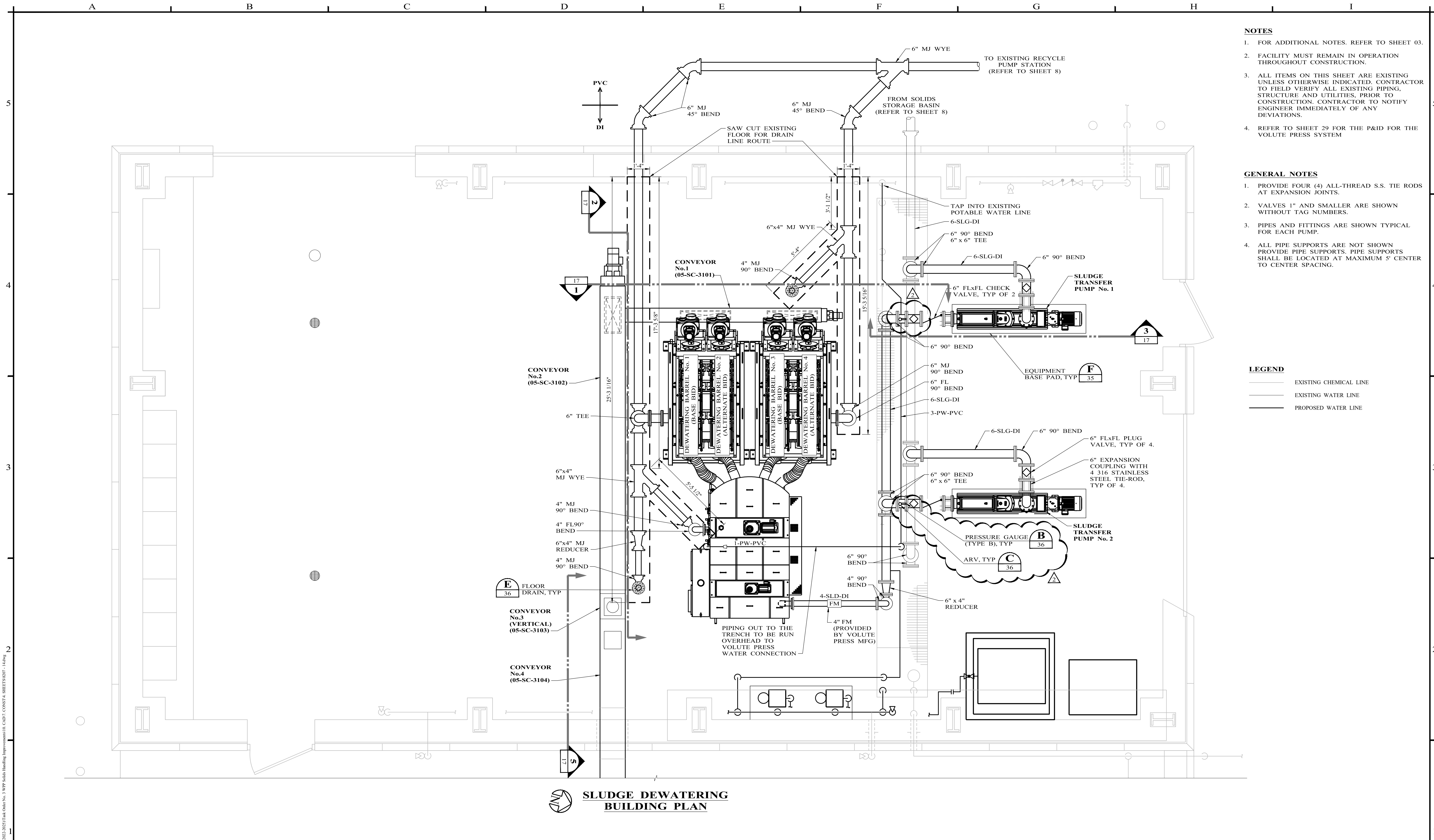
3.2 FIELD QUALITY CONTROL

- A. Clean, inspect, and operate valve to ensure all parts are operable and valve seats properly.
- B. Check and adjust valves and accessories in accordance with manufacturer's instructions and place into operation.

3.3 SCHEDULE

- A. Contractor shall provide all valves shown in Drawings. Refer to Drawings for type, end connections, and locations for all valves.

END OF SECTION



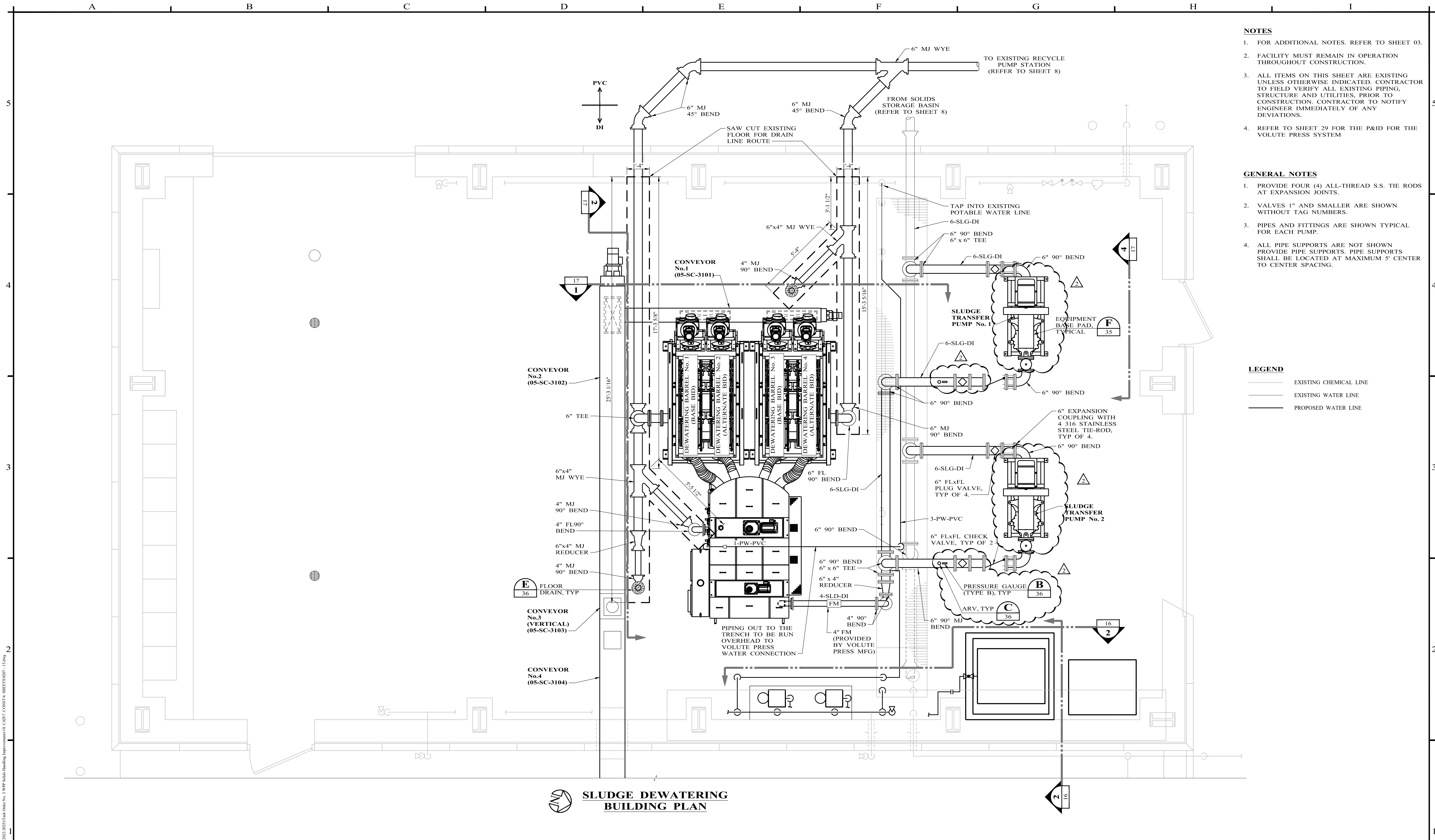
- NOTES**
- FOR ADDITIONAL NOTES, REFER TO SHEET 03.
 - FACILITY MUST REMAIN IN OPERATION THROUGHOUT CONSTRUCTION.
 - ALL ITEMS ON THIS SHEET ARE EXISTING UNLESS OTHERWISE INDICATED. CONTRACTOR TO FIELD VERIFY ALL EXISTING PIPING, STRUCTURE AND UTILITIES, PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY OF ANY DEVIATIONS.
 - REFER TO SHEET 29 FOR THE P&ID FOR THE VOLUTE PRESS SYSTEM

- GENERAL NOTES**
- PROVIDE FOUR (4) ALL-THREAD S.S. TIE RODS AT EXPANSION JOINTS.
 - VALVES 1" AND SMALLER ARE SHOWN WITHOUT TAG NUMBERS.
 - PIPES AND FITTINGS ARE SHOWN TYPICAL FOR EACH PUMP.
 - ALL PIPE SUPPORTS ARE NOT SHOWN. PROVIDE PIPE SUPPORTS. PIPE SUPPORTS SHALL BE LOCATED AT MAXIMUM 5' CENTER TO CENTER SPACING.

- LEGEND**
- EXISTING CHEMICAL LINE
 - EXISTING WATER LINE
 - PROPOSED WATER LINE

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|-----|--------------------------|-----------|-----------|---|--|---|--|-------------------------------------|-----------------------|--|--|---------------------------------|
| 1 | ISSUED FOR ADVERTISEMENT | 2/18/2025 | | | | | | | | | | |
| 2 | ADDENDUM No. 4 | 3/28/2025 | |  | |  | | DRAWN BY J. SALINAS D. BORCIK | DATE 2/18/2025 | SLUDGE DEWATERING BUILDING MODIFICATION PLAN | | SEQUENCE No. 14 OF 49 |
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| | | | | | | | | CHECKED BY B. THOMPSON | | | | SHEET No. 14 |
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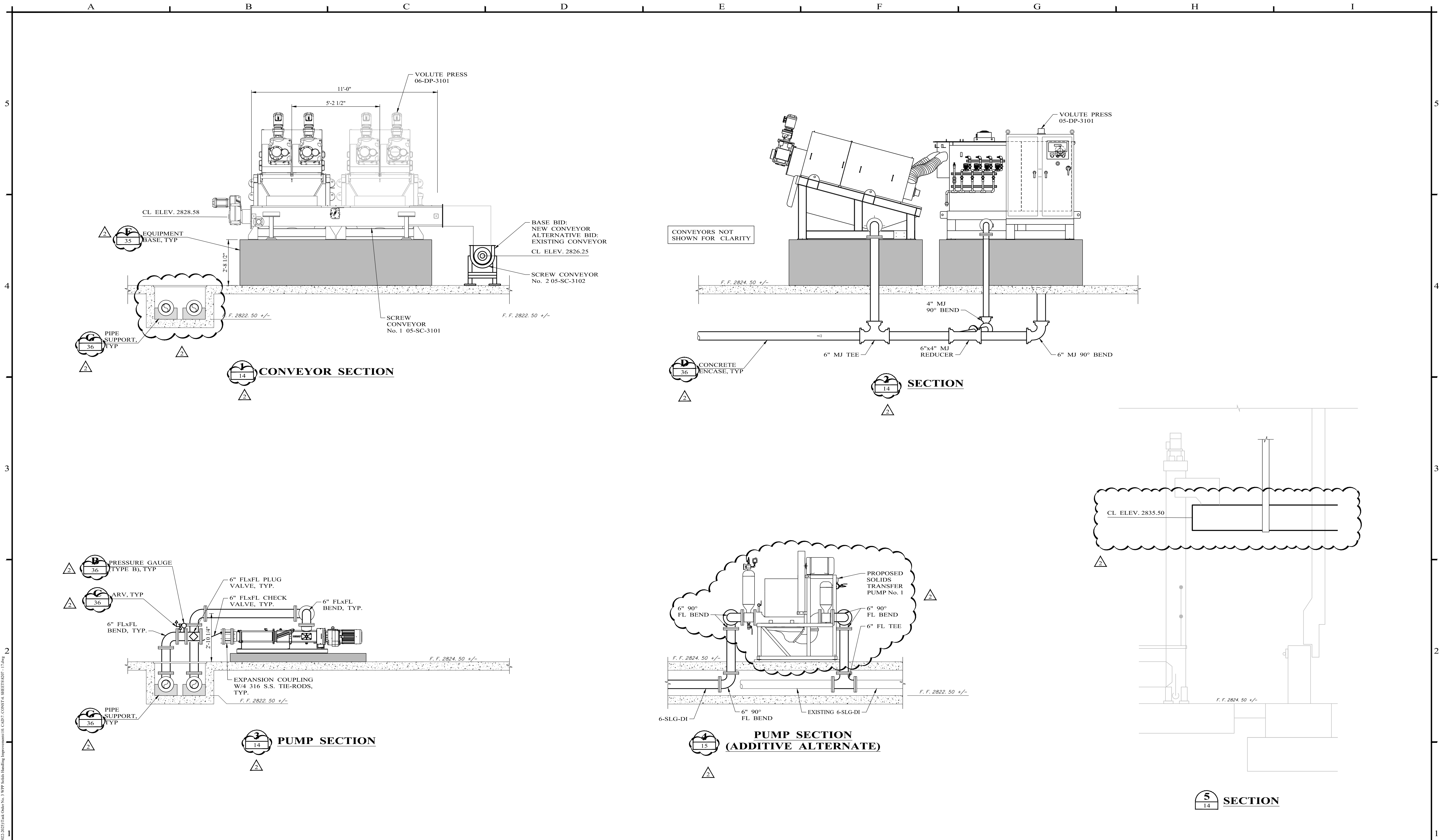


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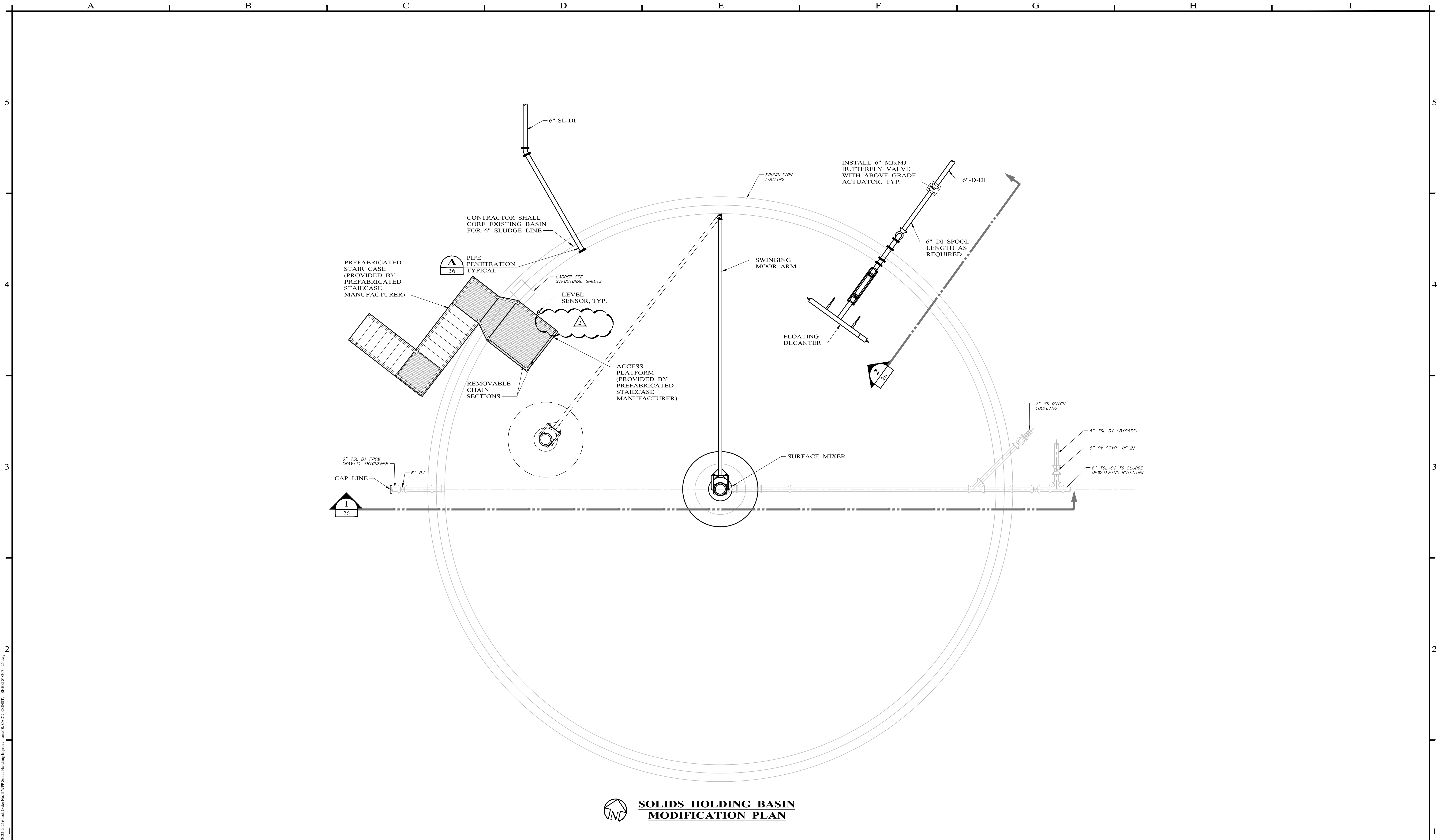
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| 2 | | ADDENDUM No. 4 | 3/28/2025 | | | | | CHECKED BY B. THOMPSON | | | | SHEET No. 15 |
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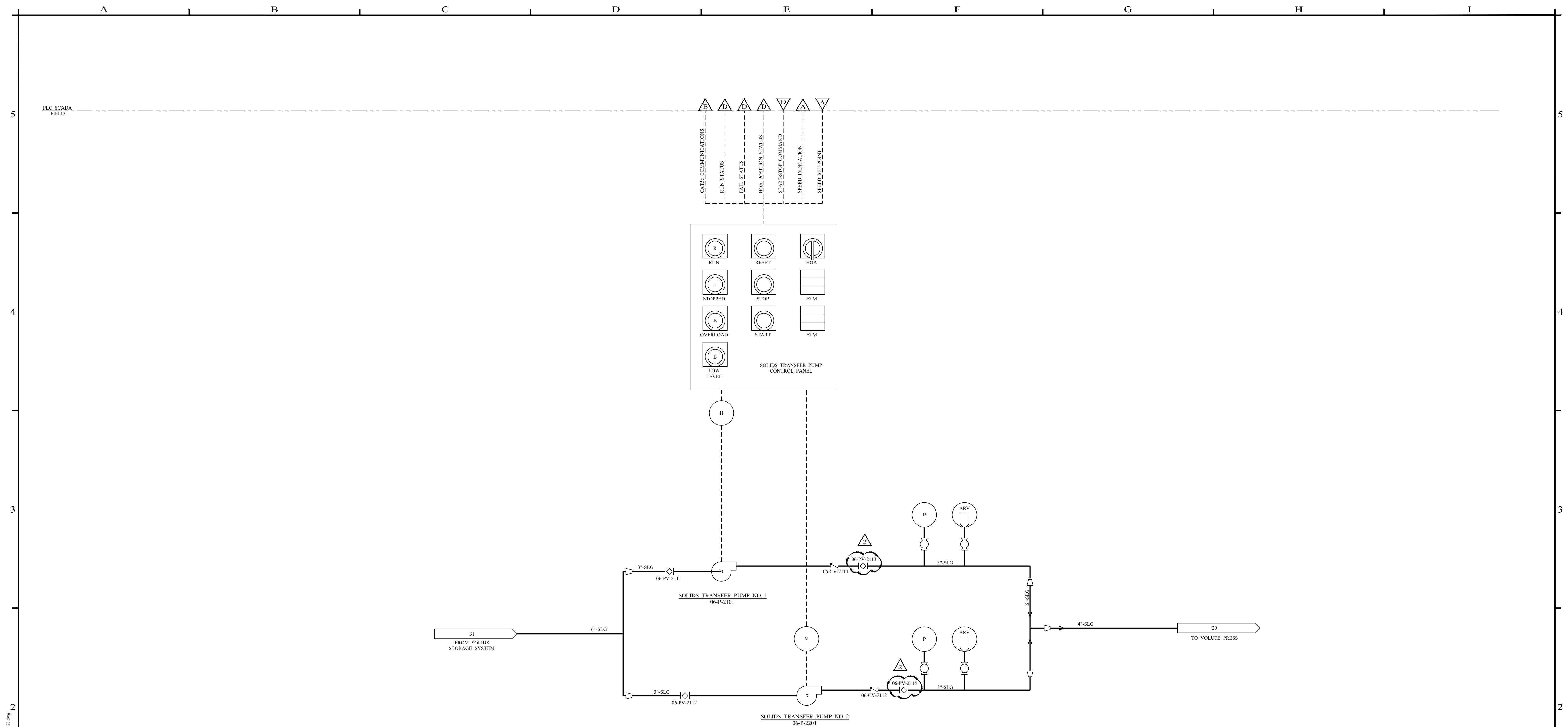
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| 1 ISSUED FOR ADVERTISEMENT 2/18/2025 | | | SEQUENCE No. 17 OF 49 | | | | | | | | | | | | | | | |
| 2 ADDENDUM No. 4 3/28/2025 | | | SHEET No. 17 | | | | | | | | | | | | | | | |
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| | | | Bret Thompson | | SLUDGE DEWATERING BUILDING MODIFICATION SECTIONS | | | | | | | | | | | | | |
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**SOLIDS HOLDING BASIN
MODIFICATION PLAN**

| NO. | | | REVISION | | DATE | | 3/28/2025 | | Bret Thompson | | Bret J. Thompson | | Enprotec Hibbs & Todd | | DESIGNED BY | | SCALE | | CITY OF MIDLAND WATER PURIFICATION PLANT SOLIDS HANDLING IMPROVEMENTS MIDLAND, TEXAS | | PROJECT NO.: 8207 | |
|-----|--|--|--------------------------|--|-----------|--|-----------|--|---------------|--|------------------|--|-------------------------|--|-------------------------|--|---------------|--|--|--|--------------------------|--|
| 1 | | | ISSUED FOR ADVERTISEMENT | | 2/18/2025 | | | | | | | | | | B. THOMPSON | | 3/16" = 1'-0" | | | | SEQUENCE No. 25 OF 49 | |
| 2 | | | ADDENDUM No. 4 | | 3/28/2025 | | | | | | | | | | J. SALINAS D. BORCIK | | DATE | | 2/18/2025 | | SHEET No. 25 | |
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| | ADDENDUM No. 4 | 3/28/2025 | | | | | CHECKED BY B. THOMPSON | DATE 2/18/2025 | | SHEET No. 28 |
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