



***REQUEST  
FOR  
PROPOSALS  
RFP # 2015-01***

***CITY OF LEON VALLEY  
MUNICIPAL WATER WELL PROJECT***

***JULY 2015***

# REQUEST FOR PROPOSALS (RFP)

## Introduction:

The City of Leon Valley is soliciting proposals from licensed engineering firms to provide engineering and design services for a public supply water well, re-lining of two existing wells, water system hydraulic modeling, and construction of a water supply interconnection. The proposals will include design engineering, preparation of construction documents, and bidding assistance services required for the project. Services would include field investigations, geotechnical support, engineering analysis and design recommendation of well pump and associated mechanical equipment, and preparation of bid documents for construction.

## Project Summary:

### **Edwards Aquifer Water Well**

The City of Leon Valley proposes to construct a Municipal Water Well. The new well will be an Edwards Aquifer public supply well of standard well construction. The well shall have a 14" casing, to approximately 400' to 500' in depth, and be cemented in place. The pump will consist of a water lubricated design, line-shaft turbine, utilizing standard construction materials. The well project will include the installation of electrical control components to include variable frequency drive (VFD) technology, associated discharge piping, concrete and site work. All required specifications will be that of a Public Supply Well as outlined by the Texas Commission on Environmental Quality (TCEQ) and the American Water Works Association (AWWA).

The selected Firm shall have experience in the design of Edwards Aquifer Public Supply Wells, TCEQ and other regulatory agency review and permitting, developing construction schedules, construction cost estimates, utility design, providing review of construction bids received and preparing a recommendation for contract award.

### **Re-lining of Existing Water Wells**

The City of Leon Valley currently has two Edwards Aquifer water wells. Both wells were constructed with a 12" casing and produce a combined 2,200 GPM. Both wells are to be re-lined with an 8" liner, cemented according to TCEQ and AWWA standards and fitted with new 8" submersible pumps, with appropriate mechanical and electrical components.

### **Hydraulic Modeling and Water Supply Interconnect**

Design and engineering services will be required related to updating, maintenance, and application of a hydraulic model for the water distribution system, and construction of a proposed water supply interconnection with a San Antonio Water System (SAWS) water main. Data from the hydraulic model will be utilized to determine the feasibility and location of an additional water supply interconnection.

**1. CONSULTING CONTRACTS – PROHIBITION OF FOLLOW-ON CONTRACTS**

No person, firm, or subsidiary thereof who has been awarded a design services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the design services contract.

**2. CLARIFICATION OF THE SPECIFICATIONS AND REQUIREMENTS**

Requests for clarification regarding this RFP may be submitted in writing to Rhonda Hewitt, Purchasing Agent, at the City of Leon Valley, 6502 Bandera Rd., Suite 112, Leon Valley, TX 78238 or by email at [r.hewitt@leonvalleytexas.gov](mailto:r.hewitt@leonvalleytexas.gov). Any addenda will be posted on the City’s website and on Public Purchase. It is your responsibility to acknowledge any addenda and submit with your proposal. Failure to do so will result in disqualification.

**3. PROPOSED TIMELINE FOR SELECTION OF PROPOSER**

Proposals for these services will be accepted until **2:00 p.m. on Thursday, July 16, 2015**, in the office of the Purchasing Agent at the City of Leon Valley’s temporary municipal offices located at 6502 Bandera Rd., Suite 112, Leon Valley, TX 78238. For more information, please contact Rhonda Hewitt, Purchasing Agent at (210) 684-1391, ext. 222 or by email at [r.hewitt@leonvalleytexas.gov](mailto:r.hewitt@leonvalleytexas.gov).

<b>Event</b>	<b>Date</b>
RFP Due No Later Than 2:00 p.m.	July 16, 2015
Evaluations Complete	July 28, 2015
Council Authorizes City Manager to Negotiate a Contract	August 4, 2015

Proposers are prohibited from contacting the City during the selection process to make inquiries about the progress of this selection process. Such contact may result in disqualification. Respondents will be contacted when appropriate. A listed of responders will be posted on the City’s website.

**4. CONTRACT TERM**

The City expects the design, engineering, and bid document preparation of the scope of work to be completed within 45 to 60 days.

## **5. SUBMITTING PROPOSAL/QUALIFICATION**

The Proposer must submit one (1) original and seven (7) copies of the proposal to the City. Proposals must be sealed and be clearly marked on the outside with the proposer's name and address and the following written information:

**RFP #2015-01  
CITY OF LEON VALLEY MUNICIPAL WATER WELL PROJECT**

Qualifications packages must be delivered to:

**Rhonda Hewitt, Purchasing Agent  
City of Leon Valley  
6502 Bandera Rd., Suite 112  
Leon Valley, TX 78238**

Qualifications are due no later than 2:00 p.m. on Thursday, July 16, 2015. Submissions received after this time will be returned unopened.

## **6. PROPOSAL ORGANIZATION AND FORMAT**

Proposals must be organized with the headings shown below. Each heading should be separated by tabs or otherwise clearly marked. The RFP must contain:

- A. Request for Proposal Signature Cover Page
- B. Introduction
- C. Response to General Proposal Requirements
- D. Qualifications of Engineering Firm
- E. Experience on Similar Projects (emphasis on past five (5) years)
- F. Available Resources to Complete Project
- G. Corporate History and Stability
- H. References

## **7. INTERVIEWS**

Interviews may be conducted with the top scoring Proposers. If interviews are held, the City will schedule a time and location for each interview and notify respondents accordingly.

## **8. PROPOSAL SELECTION AND AWARD PROCESS**

### **A. Selection Process**

From a review of the statements of qualifications received, the City intends to rank selected Firms no later than Tuesday, July 28, 2015. If the City desires to interview your firm, you will receive notification either by telephone, email and/or regular mail of the date and time of the interview. The City may use a selection committee to evaluate the submittals. The statements of qualifications received will be part of the selection process utilized by the City together with a potential interview.

The City Manager will negotiate with the preferred Proposer on contract conditions. If a contract cannot be successfully negotiated with the Proposer of choice, in the opinion of the City Manager, negotiations will proceed with the second choice Proposer until a mutually agreed contract can be negotiated.

### **B. Evaluation Criteria**

The criteria used to evaluate the RFP responses are as follows:

- Qualifications of Engineering Firm - Qualifications of Proposer in executing water Municipal Water Well projects, and qualifications related to collaborating with design partners in constructability and Value Analysis in this delivery method. Give name and address of submitting organization and State in which incorporated or chiefly located. Identify a designated contact in your organization and list a telephone number, a fax number, and an e-mail address. Weight is 30%.
- Experience on Similar Projects (emphasis on past five (5) years) - Related Municipal Water Well experience, as well as completed and ongoing projects of the firm(s) and individuals who would be assigned to this Project. Weight is 25%.
- Understanding of Project - Illustrate the Proposer's understanding of the scope of work and related project activities. Describe the Proposer's involvement in similar projects concerning functional requirements, development, and project planning. Describe the Proposer's involvement in projects that included Edwards Aquifer Authority (EAA) and Texas Commission on Environmental Quality (TCEQ) agencies. Be specific and identify project dates and results. Weight is 10%
- Available Resources to Complete Project - This criterion would include personnel, resources, and methodologies commonly used by the Proposer that may be applicable to the project. The proposal must identify specific staff to be committed to this project. Describe their experience as it is related to the

following qualifications and indicate what their role(s) in the project will be. Key personnel will need to meet the following qualifications: Weight is 10%

- Work experience within the last five (5) years in the design of municipal water wells permitted through the EAA and TCEQ.
- Corporate History and Stability - This criterion includes the historical stability of the Proposer, its corporate structure and longevity, its history involving litigation or arbitration with owners and subcontractors, and a statement of any liquidated damages that have previously been withheld by public owner clients of the Proposer on projects in the last five (5) years. Weight is 10%.
- References - Provide Company Name, Contact Name, Title, Address, Telephone Number, and email address. Weight is 10%.
- Overall Responsiveness to the RFP. Weight is 5%.

#### **C. Schedule Adherence**

Proposers shall indicate their ability to begin work on this project within thirty (30) days of contract award. The Proposer's history in completing all deliverables on schedule should be documented.

#### **D. All Information True**

Respondent represents and warrants to the City that all information provided in the response shall be true, correct, and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City, shall be removed from consideration.

#### **E. Contract Negotiations**

This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

#### **F. No Obligation**

The City of Leon Valley reserves the right to reject any and all submissions and to waive any irregularities.

## **9. PROJECT OVERSIGHT**

Throughout the course of the project, the Proposer will work with City staff who will review all materials developed by the Proposer and provide project oversight.

## **10. PROJECT DELIVERABLES**

- A. Project schedule;
- B. Status reports;
- C. Project meetings;
- D. Environmental permitting and project clearance;
- E. Presentation and attendance at public meetings; and
- F. Project Plans, Specifications, and Estimates.

## **11. PROPOSER RESPONSIBILITIES**

The Proposer is responsible for Federal and State Unemployment Insurance coverage and Standard Workers' Compensation Insurance coverage.

## **12. REPLACEMENT PERSONNEL**

Replacement of the selected Firm's Project Manager shall require the approval of the City. If the City determines that the selected Firm's Project Manager is unable to perform satisfactorily or to communicate effectively, the City may cause their immediate removal from the contract. Replacement personnel shall have comparable qualifications and be provided at the contracted rate. Any request by the selected Firm to replace the selected Project Manager shall be done in writing to the City. A resume for the proposed replacement shall be submitted to the City. The City may reject the proposed replacement if qualifications, references or past working performance are questionable or unfavorable. If the selected Firm's Project Manager is removed and the City did not initiate the request, the Firm has five (5) working days to provide a replacement.

## **13. CITY OF LEON VALLEY RESPONSIBILITIES**

The City will provide guidance and coordination, water utility and building record drawings, and other City historical and archival information.

## TERMS & CONDITIONS

THE CONTRACTOR SHALL MAINTAIN THE FOLLOWING INSURANCE:

1. Workers' Compensation Insurance Coverage.

The insurance carrier shall be an admitted carrier in the State of Texas.

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Person's providing services on the project ("subcontractor" in section 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided services on the project for the duration of the project;

- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to performs as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be a provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of the notice of breach from the governmental entity.

## 2. Comprehensive General Liability Insurance

This insurance shall:

- A. Be in an amount not less than \$1,000,000 per occurrence, with a deductible of not more than \$2,500;
- B. Include coverage for the liability assumed by the Contractor under Item F. (Indemnity);
- C. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after the completion of the work provided for or performed under these specifications;
- D. Not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse, or structural damage and underground property;
- E. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control;
- F. In naming the City of Leon Valley as an additional insured on your comprehensive General Liability Insurance, the following words apply:

“Contractor shall defend, indemnify and hold harmless the City of Leon Valley, its agents and employees from and against any liability, loss, cost and expense (“Liability”) claimed by a third party (including reasonable attorney’s fees and cost of defense) resulting from Contractor’s performance of the Work to the extent that such Liability:

- (1) is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible personal property; and,
- (2) is caused or contributed to by any neglect or fault of Contractor, its subcontractors, or their respective employees.

Where liability is attributable to the joint negligence or fault of Contractor and any other person (including Owner), Contractor’s duty of indemnification shall be limited to Contractor’s allocable share of such joint negligence or fault.”

- G. The Insurance company must have as a minimum a current A.M. Best rating of A.

3. Comprehensive Automobile Liability in the following amounts:

Bodily Injury                      \$1,000,000 per person

\$3,000,000 per accident

Property Damage \$300,000 per accident

4. General Requirements for Insurance Coverage

- A. The Certificate of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;
- B. Certificates of Insurance required for each copy of the agreement which specifically set forth evidence of all required coverage will be filed with the City prior to the City's execution of the contract. Worker's Compensation Insurance coverage must be provided to the City prior to the City's award of the contract.
- C. The Certificates of Insurance furnished by the contractor as evidence of the Insurance maintained by the contractor will include a clause obligating the Insurer to give the City of Leon Valley ten (10) days prior written notice of cancellation or any material change in the insurance coverage.
- D. Waiver of Subrogation: The City of Leon Valley and the Contractor waive all rights and the rights of their respective insurance companies against each other for damages caused by fire or other perils to the extent such damages are covered by property insurance purchased by either party.

5. Anti-Discrimination in Employment

- A. The contractor (successful bidder) and/or any subcontractor(s), if permitted, certifies complete compliance with the Federal Civil Rights Law and the Americans with Disabilities Act, agreeing to non-discrimination based on race, age, color, religion, disability, gender, ancestry, national origin, or place of birth in employment practices, programs and services shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship.
- B. The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, disability, gender, ancestry, national origin, or place of birth.
- C. Upon request by the City of Leon Valley, the contractor shall furnish all information or reports required to investigate his/her payrolls and personnel records which pertain to current contract(s) with the City for purposes of ascertaining compliance with this non-discrimination certification.

6. General Independent Contractor Clause

This agreement does not create an employer relationship between the parties. It is the parties' intention that the contractor will be an independent contractor and not the City of Leon Valley employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Texas workers' compensation law and Texas unemployment insurance law. The contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the contractor's activities and responsibilities hereunder. The contractor agrees that it is a separate and independent enterprise from the City of Leon Valley, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the contractor and the City of Leon Valley and the City of Leon Valley will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Hot Goods Clause

The bidder hereby agrees that in the execution of the work he or she will comply with all applicable provisions of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and that there will be no violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underage employees.

8. Fire Safety

The contractor shall comply with all City regulations including those regarding Fire Safety. In this regard he shall comply with all instructions of the City Fire Marshall during the course of the work.

9. Hazard Communications Act

In compliance with Article 5182b, Texas Revised Civil Statutes, all employers are required to train and educate employees on the safe use and handling of hazardous materials that employees may be exposed to in the work place. The City of Leon Valley's Fire Chief is designated as the City's HazComm Officer. Contractors of the City are also required to comply with the requirements of this Act.

Contractors are entitled to a copy of the City's workplace chemical list to which the contractor, its employees and agents may be exposed to in the workplace. Contractors are also entitled to a copy of all MSDS sheets for any hazardous chemicals which the City

may have in the work place. Contractors have the obligation to inform its employees and agents of all of these requirements. Contractor shall furnish the City with the MSDS sheets for any hazardous chemical brought into the City workplace that City employees will have exposure to. Contractors shall sign the Attachment 5, "Hazard Communications Contractor Acknowledgment" certifying receipt of this information.

10. FIRE SAFETY

The contractor shall comply with all City regulations including those regarding Fire Safety. In this regard, he shall comply with all instructions of the City Fire Marshall during the course of the work.

HAZARD COMMUNICATIONS  
CONTRACTOR ACKNOWLEDGMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT \_\_\_\_\_, a Contractor under Contract to dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the City of Leon Valley has received from the City notice of the Contractor's rights under the Texas Hazards Communications Act, the chemical list and material safety data sheets for hazardous chemicals that will be present in the City work area.

\_\_\_\_\_, Contractor with the City of Leon Valley, understands our obligation to inform our employees and agents of the information provided.

Material safety data sheets have been received for the following chemicals.

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

NAME OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE OF AUTHORIZED AGENT: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_

# 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(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law 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

Date Received

### 1. Name of person doing business with local governmental entity.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

### 4.

\_\_\_\_\_  
Signature of person doing business with governmental entity

\_\_\_\_\_  
Date