

**RFB 24-008**  
**NRH2O Green Extreme Replacement – Construction Project**  
**BID FORM**

Date: 2/8/2024 Bidder: The Fain Group, Inc.

City of North Richland Hills  
 4301 City Point Drive  
 North Richland Hills, Texas, 76180  
 Bid # 24-008

**Bid Documents:**

1	NRH2O SLIDE REPLACEMENT	Aquatic Design Group	Demolition, Site, Mechanical, Plumbing
2	NRH2O TOWER MODIFICATION	The Core Group	Structural (Tower)
3	NRH2O SLIDE MODIFICATION	The Core Group	Slide Structural (Modification to Existing)
4	NRH2O WATER COASTER EXPANSION - STRUCTURAL	ProSlide Technology, Inc.	Slide Structural (New Pedestals and Columns)
5	NRH2O WATER COASTER EXPANSION – MEP	ProSlide Technology, Inc.	Mechanical, Electrical
6	NRH2O NITRO BLAST SLIDE REPLACEMENT PROJECT	City of NRH	Grading, Drainage, Paving, Landscape, Irrigation
7	NRH2O SLIDE REPLACEMENT	Yaggi Engineering, Inc.	Electrical

**Project Scope:**

- **Demolition and Removal** - The contractor will be responsible for demolishing removing and disposing off site, existing stair structures, catch pool, catch basins, bollards, paving, trees, drainage features, as well as the existing water slide, slide supports, and all associated piping, filtration and pumps as noted on the demolition plans.
- **Site Grading** - The contractor will be responsible for performing all preliminary and final site grading. The final site grading will be performed after work is completed by the slide manufacturer which is ProSlide and is expected to occur in June 2023.
- **Foundations for tower and slide support columns** - The contractor is responsible for all below-grade foundation work associated with supporting the tower and slide support columns. Included is drilling piers where applicable, providing spread footings where applicable, providing all reinforcement and concrete, and placing anchor bolts provided by the slide manufacturer.
- **Slide support column modifications and bracing** - The contractor is also responsible for modifications to existing steel columns as well as the fabrication and installation of bracing anchorage stemming from piers BP1, BP2, BP3, and BP4.

- **Slide Mechanical** - The original catch pool for the existing slide will be demolished as the new slide will utilize a ProSplash “runout” that sits atop a concrete slab. The contractor will be responsible for all of the required slide mechanical, motors, valves, piping, filters, and fittings as shown on the plans.
- **Landscape and Irrigation** - The contractor will be responsible for all irrigation and associated landscape work per the contract documents. This will be performed only after the final grading phase and all other work is essentially complete.
- **Electrical** - The contractor will be responsible for all electrical associated with this project in accordance with the plans and specifications.
- **Bid Security**

An electronic picture of the Bid Security must accompany each proposal. The Bid Security shall be a certified check or cashier’s check drawn on a State or National Bank of the State of Texas, or a Bid Bond from an acceptable surety company. The Bid Bond shall be executed by a surety company acceptable to and approved by the Owner, and authorized to do business in the State of Texas. The Bid Security shall be in the amount of at least five percent (5%) of the greatest amount bid.

The amount of the Bid Security shall be considered liquidated damages for losses which the Owner will sustain by failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds to the Owner as required. These liquidated damages are not considered to be a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it is impractical and extremely difficult to fix actual damages resulting from the failure, neglect or refusal of the bidder to execute and deliver the Contract and required Surety Bonds.

If the bidder defaults in executing the Contract within then (10) days after written notification from the Owner of the award of the Contract to him, or in furnishing required Surety Bonds after notification of the Owner’s intent to award the Contract to him, then the Bid Security shall be forfeited to the Owner.

- **Exclusions**
  - ProSlide Technology Inc. will supply and install all fiberglass waterslides and steel columns not noted to be modified or installed in the slide foundation plans.
  - ProSlide Technology Inc. will supply and install all above-grade support systems for the waterslides and service platforms.
  - ProSlide Technology Inc. will supply all anchor bolts for pier connections to start towers, to be installed by the contractor.
  - ProSlide Technology Inc. will supply CCTV hardware such as cameras, network video recorder, monitors, connectors and crimping tools (to be installed by contractor).
  - ProSlide Technology Inc. will provide installation advisory service for the project when requested and will certify the slides prior to use by the general public.

The undersigned, understands that his Bid Form is a Competitive Bid and that the selection of the Contractor will be based on the best value to the City. Also, having examined the Bid Documents, comprising the Project Manual, Drawings and Specifications, being sufficiently familiar with the site of the proposed Work, and being familiar with the conditions of this Contract, hereby proposes to furnish all labor, materials, equipment and services, in accordance with all Contract Documents, necessary to complete the project:

Bid # 24-008  
NRH2O Green Extreme Replacement – Construction Project  
North Richland Hills, Texas

- A. **BASE BID I (TAX EXEMPT):** Cost of labor, materials and equipment required to construct the Green Extreme Replacement - Construction Project in accordance with the listed Bid Documents and Project Scope.

Three million nine hundred two thousand  
two hundred thirty four DOLLARS  
(\$ 3,902,234 ).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- B. **ADD ALTERNATE BID I (TAX EXEMPT):** Cost of labor, materials and equipment required to construct modify the existing concrete tower to convert existing concrete treads and landing to T-1700 decking, in accordance with Structural Drawings.

one hundred sixty eight  
thousand DOLLARS  
(\$ 168,000 ).

NOTE: Bid amounts shall be shown in words and numbers. In case of ambiguity or conflict, the amount shown in words shall prevail.

- C. **ALLOWANCES:** NONE required for this project.

- D. **ADDENDA:** Bidder acknowledges receipt of Addenda as follows:

No. <u>01</u>	Date <u>01/19/24</u> <i>JF</i>
No. <u>02</u>	Date <u>01/26/24</u> <i>JF</i>
No. <u>03</u>	Date <u>01/26/24</u> <i>JF</i>

- E. **SUBCONTRACTORS:** The undersigned Bidder has predicated his bid costs on and plans to use the following subcontractors: Note: Owner must approve a change in subcontractors prior to contract execution.

Demolition: GARRETT DEMOLITION  
Foundations: Sun-Belt Pools  
Steel Modifications/Welding: MP CUSTOM  
Tower Modifications: MP CUSTOM  
Electrical: Bean Electric, Inc.  
Landscape/ Irrigation: FAIN  
Other: Sun-Belt Pools

**F. REFERENCES (Minimum of 3):**

**Project Name:** Safari Splash Aquatic Play Area

Name of Owner's Organization Fort Worth Zoo

Description: 14,000 square-foot splash area. Zero-depth water play area equipped with four slides, a water dump tower, a fill wall for the water toys animal-shaped water cannons and a designated toddler play area.  
Company's Responsibilities: \_\_\_\_\_

Completion Date: May 2015

Project Owner Contact Name, Phone and e-mail (**must** be current): \_\_\_\_\_

Fort Worth Zoo, Contact: Leah Gilbert, PH: (817) 566-9226

Email: lgilbert@tpgfw.com

Contract Amount: \$1,530,152.64 Superintendent: Charlie Porter

**Project Name:** Central Aquatic Center Improvements

Name of Owner's Organization City of Hurst

Description: Complete and in place demolition, site preparation, grading, paving, fencing, pools. and features, bath house renovations, filtration building, electrical, site lighting, landscape, & irrigation.  
Company's Responsibilities: \_\_\_\_\_

Completion Date: March 2017

Project Owner Contact Name, Phone and e-mail (**must** be current): \_\_\_\_\_

City of Hurst, Contact: Eric Starnes, Ph: (817) 788-7218

Email: estarnes@hursttx.gov

Contract Amount: \$3,727,086.13 Superintendent: Johnny Burrell

**Project Name:** Dallas Aquatic Center Phase II

Name of Owner's Organization City of Dallas

Description: Childrens play pool with multi-level play unit, sprays, and slides. Body flume slides with plunge pool, eight lane lap pool, lazy river, and shade structures. Bathhouse and concessions stand.

Company's Responsibilities: \_\_\_\_\_

Completion Date: February 2019

Project Owner Contact Name, Phone and e-mail (**must** be current): \_\_\_\_\_

City of Dallas, Contact: David Mills, Ph: (214) 670-1805

Email: david.mills@dallascityhall.com

Contract Amount: \$14,776,735.00 Superintendent: George Higgins

**Project Name:** Bachman Aquatic Center

Name of Owner's Organization City of Dallas

Description: One (1) completion lap pool, lazy river and one splash pad. Site work consist of new restroom, concession building, and filtration building.

Company's Responsibilities: \_\_\_\_\_

Completion Date: February 2021

Project Owner Contact Name, Phone and e-mail (**must** be current): \_\_\_\_\_

City of Dallas, Contact: David Mills, PH: 9214) 670-1805

Email: david.mills@dallascityhall.com

Contract Amount: \$7,158,650.00 Superintendent: Jonathan Aguilar

**Project Name:** Dallas Aquatic Centers Phase I

Name of Owner's Organization City of Dallas

Description: Childrens play pool with multi-level play unit, sprays and slides. Body flume slides with plunge pool, eight lane lap pool, lazy river, and shade structures. Bathhouse and concessions stand, men's locker rooms and two family restrooms.  
Company's Responsibilities: \_\_\_\_\_

Completion Date: August 2019

Project Owner Contact Name, Phone and e-mail (**must** be current): \_\_\_\_\_

City of Dallas, Contact: David Mills, Ph: (214) 670-1805

Email: david.mills@dallascityhall.com

Contract Amount: \$20,562,297.00 Superintendent: George Higgins

**G. UNIT PRICE PROPOSAL:** None

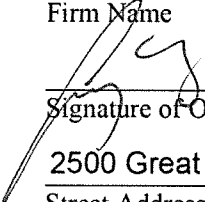
**H. PROJECT COMPLETION:** The above specified project shall be completed within 210 consecutive calendar days from date of Notice to Proceed, including overtime on weekends, noting allowance for inclement weather and provisions for liquidated damages as provided for in Supplementary Conditions. The undersigned Bidder agrees to pay liquidated damages in the amount of \$1,000 per day to Owner for each calendar day of delay until work is substantially completed. This sum is not to be construed in any sense as a penalty.

**I. INSURANCE AND BONDS:** If the undersigned Bidder is notified within sixty (60) days after Bid opening of the acceptance of this Bid and a contract to be awarded, he agrees to provide within ten (10) calendar days after date of Contract award a current certificate of insurance certifying the required insurance coverage (see attachment 'A' for additional requirements). In addition, Bidder agrees to execute the contract for the above mentioned compensations on the standard forms referenced in the Bidding Documents, and if required, further agrees to execute a surety bond for the above work.

**J. TAXES:** The City of North Richland Hills is a tax-exempt entity. Bid amounts as stated above do not include any sales taxes and any other taxes for all labor, materials and appliances.

The Fain Group, Inc.

Firm Name

  
Signature of Officer – Title Larry Frazier, President

2500 Great Southwest Pkwy.

Street Address

Fort Worth, TX 76106

City State Zip

( 817 ) 927 - 4388

(Area Code) Telephone Number

\*Seal  
(If Bidder is a Corporation)

BID GUARANTY IF BID SUBMISSION BY MAIL

Enclosed with this bid is a Certified Check or Bid Bond for:

5% GAB Dollars (\$ \_\_\_\_\_)

Which is agreed shall be collected and retained by the Owner as liquidated damages in the event this Bid is accepted by the Owner within 60 days after the bids are received and the undersigned fails to execute the Contract and submit the required Bonds with to the said Owner within ten (10) days after the date said Bid is accepted; otherwise said check or bond shall be returned to the undersigned upon demand.

BID GUARANTY IF BID SUBMISSION ELECTRONICALLY

Enclosed with this bid is a picture of the Certified Check or Bid Bond for:

5% GAB Dollars (\$ \_\_\_\_\_)

The successful bidder will be required to submit the bid bond by mail within 5 days of being notified of the success and probable award.

The Fain Group, Inc.  
Contractor (Firm Name)

\* Seal

  
By Larry Frazier Title President

2500 Great Southwest Pkwy.  
Address

Fort Worth, TX 76106  
City, State, ZIP

817-927-4388      LFrazier@Faingp.com  
Phone                                      e-mail address

\*If bidder is a corporation