



## *City Of Seagraves*

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### Meeting Minutes City of Seagraves, TX

SPECIAL SESSION  
SEAGRAVES CITY COUNCIL  
April 25, 2022  
Seagraves City Hall.

- 1) CTO 06:30PM
- 2) Roll Call: Rick Dollahan, Debra Middleton, Gary Cole, Ruben Valles, Cindy Durham, Lorena Davila
- 3) Pledge of Allegiance: Rick Dollahan
- 4) Invocation: Ruben Valles
- 5) Water Treatment Project WTC Project No. 54294: : Sole Source Bid WwaterTech, Inc \$235,300.00. Motion to award the bid to WwaterTech, Inc. by Alderman Valles, Second by Alderman Durham. Motion passed by unanimous vote.
- 6) TWDB WED/EPA WINN PJCT 21790 CID 01: Maguire Iron, Low bidder, has agreed to change of scope for the project. Project will focus on Refurbishment of the existing elevated storage tank. Motion to award the bid to Maguire Iron by Alderman Durham, Second by Alderman Cole. Motion passed by unanimous vote.
- 7) The Public Works Director spoke about recent water samples and a violation that resulted.
- 8) Meeting Adjourned: 07:11PM

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Rick Dollahan, Mayor

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Dan Grife, City Secretary

## BID TABULATION

[illegible]

*City of Seagraves*

WTC #54294 - Water Treatment  
TWDB WDF/EPA WIIN Grant Project No. 21790 CID 01  
*Bids will be received until 2:00 p.m.,  
Wednesday, April 20<sup>th</sup>, 2022*



405 SW 1<sup>st</sup> Street ■ Andrews, TX 79714 ■ (432) 523-2181  
Texas Registered Engineering Firm F-2746 ■ Texas Registered Surveyor Firm #10079200

April 28, 2022

Rick Dollahan  
Mayor  
City of Seagraves  
309 Hill Ave  
Seagraves, Texas 79349

Re: 200,000 Gallon Elevated Storage Tank  
Bid Tabulation and Recommendation

Dear Mr. Dollahan:

I have enclosed copies of Bids submitted for this project. Maguire Iron, Inc. is the lowest bidder for this project. Please review the enclosed Bid Tabulation and contact me with any questions.

WTC, Inc. called and discussed the bid with Gene Jones Jr., CEO of Maguire Iron, Inc. I discussed his confidence in the amount bid and their qualifications to perform this work. My research indicates that they have a good project history and experience with this type of work. WTC, Inc. recommends that the City award this project to Maguire Iron, Inc.

If you have any questions, please feel free to contact me. Again, we are grateful and honored to have the opportunity.

Sincerely,

J. Chad Tompkins, P.E., R.P.L.S  
President  
West Texas Consultants, Inc.  
(432) 523-2181

## CONTRACT

THIS AGREEMENT MADE THIS 28 day of April, 20 22, by and between Maquire Iron, Inc. organized and existing under the laws of the State of TEXAS hereinafter called the "Contractor" and CITY OF SEAGRAVES, hereinafter called the "Owner."

WITNESSETH, that the Contractor and Owner for the considerations stated herein mutually agree as follows:

### ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the Project, namely 200,000 GALLON ELEVATED STORAGE TANK – CITY OF SEAGRAVES and required supplemental work for the Stated Project, all in strict accordance with the Contract Documents, including all addenda thereto, numbered N/A dated N/A, all as prepared by WEST TEXAS CONSULTANTS, INC. acting and in these Contract Documents Preparation, referred to as the "Engineer."

### ARTICLE 2. CONSTRUCTION PERIOD

The Contractor will commence the work required by the contract documents within 10 calendar days after the date of the notice to proceed and will complete the same within 270 calendar days unless the period for completion is extended otherwise by the contract documents. Contractor will be obligated to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter as provided in the General Contract Conditions.

### ARTICLE 3. THE CONTRACT PRICE

The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the Bid Proposal for the several respective items of work completed subject to additions and deductions as approved by TWDB (Grantor Agency) and the Owner, and as provided in Section 109 hereof. The total contract price including base bid items

is: one million six hundred thirty-four thousand

Dollars, and no Cents (\$ 1,634,000.00).

### ARTICLE 4. U.S. IRON & STEEL

*The Contractor acknowledges to and for the benefit of the Applicant ("Purchaser") and the Texas Water Development Board ("TWDB") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Development Fund, Rural Water Assistance Fund, Economically Distressed Areas, State Participation Fund and/or Agricultural Water Conservation Fund. That these funds have statutory requirements commonly known as "United States Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("United States Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the TWDB that (a) the Contractor has reviewed and understands the United States Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the United States Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a*

*waiver of the United States Iron and Steel Requirement, as may be requested by the Purchaser or the TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the TWDB by the Purchaser). Neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the TWDB.*

*In the execution of the Contract, the Contractor shall be familiar with and at all times shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations concerned with the use of iron and steel made in the United States which in any manner affect the conduct of the work, and shall indemnify and save harmless the Texas Water Development Board against any claim arising from violation of any such law, ordinance or regulation by the Contractor or by their Subcontractor or their employees.*

#### **ARTICLE 5. CONTRACT**


The executed Contract Documents shall consist of the following:

- |    |                                       |    |                                        |
|----|---------------------------------------|----|----------------------------------------|
| a) | Contract                              | k) | Change Orders                          |
| b) | Addenda                               | l) | General Contract Conditions            |
| c) | Advertisement and Invitation for Bids | m) | TWDB Supplemental Contract             |
| d) | Instructions for Bidders              |    | Conditions                             |
| e) | Signed copy of Bid                    | n) | Drawings (as listed in the Schedule of |
| f) | Payment Bond                          |    | Drawings)                              |
| g) | Certificate of Insurance(s)           | o) | Technical Specifications               |
| h) | Performance Bond                      |    |                                        |
| i) | Notice of Award                       |    |                                        |
| j) | Notice to Proceed                     |    |                                        |

This Agreement, together with other documents enumerated in this Article 4 which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in SIX (6) original copies on the day and year first above written.

**OWNER:**

By:   
Rick Dollahan  
Title: MAYOR

CITY OF SEAGRAVES

309 HILL STREET  
(Street)  
SEAGRAVES, TX 79359  
(City, State, Zip)

STATE OF TEXAS  
COUNTY OF Gaines

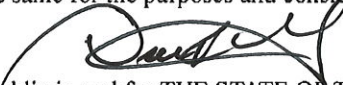
**CONTRACTOR:**

By: \_\_\_\_\_  
Gene Jones Jr.  
Title: CEO

Maguire Iron, Inc.

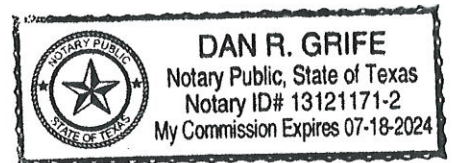
1610 N. Minnesota Ave.  
(Street)  
Sioux Falls, SD 57104  
(City, State, Zip)

BEFORE ME, the undersigned authority, on the 3<sup>rd</sup> day of MAY, 2022, personally appeared Rick Dollahan known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that Rick Dollahan executed the same for the purposes and consideration therein expressed.

  
Notary Public in and for THE STATE OF TEXAS

Typed or Printed Name of Notary

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_



BEFORE ME, the undersigned authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Notary Public in and for THE STATE OF TEXAS

Typed or Printed Name of Notary

**CITY OF SEAGRAVES**  
**200,000 GALLON ELEVATED STORAGE TANK**  
**BID TABULATION**



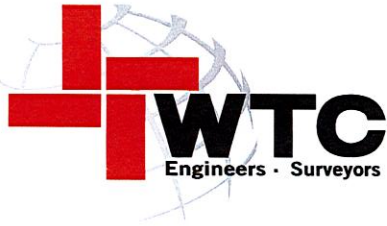
LOW BIDDER: TBD  
 OWNER: CITY OF SEAGRAVES  
 BID OPENING DATE: April 20, 2022  
 PROJECT: 200,000 Gal Elevated Storage Tank  
 PROJECT #: TWDB WDF/EPA WIIN 21790

Item	Description	Qty	Unit	Maguire Innon, Inc.		Phoenix Fabricators & Erectors		Caldwell Tanks, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and demobilization	1	LS	\$120,000.00	\$120,000.00	\$10,000.00	\$10,000.00	\$140,000.00	\$140,000.00
2	(SWP3) Storm Water Pollution Prevention Plan	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
3	Video of Project Area	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
4	Site Demolition	1	LS	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	\$108,000.00	\$108,000.00
5	Construction of 200,000 gallon elevated storage tank	1	LS	\$1,233,250.00	\$1,233,250.00	\$1,758,005.00	\$1,758,005.00	\$1,576,400.00	\$1,576,400.00
6	Tank supply line, 12" ductile iron pipe and valves	11	LS	\$200.00	\$2,200.00	\$2,000.00	\$22,000.00	\$500.00	\$5,500.00
7	Furnish & install Trench Safety	11	LF	\$150.00	\$1,650.00	\$150.00	\$1,650.00	\$100.00	\$1,100.00
8	Furnish & install 6' Sidewalk & Overflow Structure (Perimeter of Base)	570	LF	\$20.00	\$11,400.00	\$20.00	\$11,400.00	\$10.00	\$5,700.00
9	SCADA Allowance		SCADA Allowance		SCADA allowance removed on request of Texas Water Development Board (TWDB)				
10	Furnish & install Electrical Items	1	LS	\$88,000.00	\$88,000.00	\$62,494.00	\$62,494.00	\$94,300.00	\$94,300.00
11	Elevated Tank Logo Text Only	1	LS	\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$5,000.00	\$5,000.00
<b>TOTAL BASE BID ITEMS:</b>					<b>\$1,624,000.00</b>		<b>\$1,978,849.00</b>		<b>\$1,941,000.00</b>

**TOTAL ALTERNATE BID D ITEMS:**

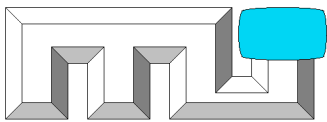
Item	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Elevated Tank Logo Artwork	1	LS	\$30,000.00	\$30,000.00	\$1,300.00	\$1,300.00	\$24,400.00	\$24,400.00
<b>TOTAL ALTERNATE BID C ITEMS:</b>					<b>\$30,000.00</b>		<b>\$1,300.00</b>		<b>\$24,400.00</b>

<b>BID-BASE BID and ALTERNATE</b>					<b>\$1,654,000.00</b>		<b>\$1,980,149.00</b>		<b>\$1,965,400.00</b>
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CITY OF SEAGRAVES – WATER TREATMENT  
 TWDB WDF/EPA WIIN Grant Project No. 21790 CID 01  
 WTC# 54294  
 SIGN-IN SHEET  
 4/20/2022

NAME	COMPANY	PHONE #	EMAIL
Renee Goodger	City of Seagraves	806 215 7754	suereenee@live.com
Manuel Minjarez III	City of Seagraves	806 332-5680	minjarezmanuel@yahoo.com
Rick Dolkhan	Mayor, Seagraves	806-215-2245	mayor@seagravesTx.us
Hiram Rio	WTC	432-352-0644	hiram.rio@wtcinc.com <del>h.rio@wtcinc.com</del>
CHAD TOMPKINS	WTC	432-301-9821	chad.tompkins@wtcinc.com
Dan Grife	City of Seagraves	806-387-2593	citysecretary@seagravesTx.us
Randy Shaffer	WTC	432-523-2171	randy.shaffer@wtcinc.com



**Maguire Iron, Inc.**

P.O. Box 1446  
Sioux Falls, SD 57101  
Phone (605) 334-9749  
Fax (605) 334-9752

[www.maguireiron.com](http://www.maguireiron.com)

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April 25, 2022

City of Seagraves  
309 Hill Street  
Seagraves, TX 79359

**RE: 200,000 Gallon Elevated Storage Tank Project**

To whom it may concern:

Maguire Iron, Inc. has spoken with Chad Tompkins and Randy Shaffer at West Texas Consultants, Inc. about a different approach to this project. We are aware and willing to accept the job knowing that the final scope will be very different than what was bid.

We would be happy to discuss this further. Please let me know if you have any questions.

Thank you,

Maguire Iron, Inc.

Jay Simpkins  
Senior Estimator

Cc: Chad Tompkins – West Texas Consultants, Inc.  
Randy Shaffer – West Texas Consultants, Inc.