



ARCHITECTURE • ENGINEERING • INTERIORS  
LANDSCAPE • SURVEYING

LUFKIN • BRYAN • TYLER • WACO • GROESBECK

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**January 3, 2024**

Tyler County  
100 W. Bluff, Room 102  
Woodville, Texas 75851

Attn: Milton Powers, County Judge  
[Judge@co.tyler.tx.us](mailto:Judge@co.tyler.tx.us)

**RE: Tyler County  
Tyler County SUD Water Improvements  
TxCDBG Contract No. CDV21-0384 CONSTRUCTION  
Bid Results and Engineers Recommendation**

Dear Judge Powers,

Construction bids were received by the County for the referenced project on December 12, 2023. A tabulation of the bids is attached.

The Base Bid included site clearing and grading, construction of a 20,000 gallon ground storage tank, site fencing and a highway bore. An Additive Alternate was bid for a 30,000 gallon ground storage tank in lieu of a 20,000 gallon ground storage tank.

One bid was received from SETEX Construction Corp. Their total Base Bid was \$397,000.00. Their total Additive Alternate Bid amount was \$20,000.00.

The amount budgeted for this work was \$129,500. Because we received only one bid and it far exceeds the construction budget, we recommend that the Tyler County SUD reject all bids. We would also request the County's authorization to modify the bid documents as necessary and rebid.

Tyler County SUD approved this recommendation at their Board meeting on December 19, 2023.

Please call us if you have any questions.

1609 S. CHESTNUT • SUITE 202  
LUFKIN, TEXAS • 75901

PHONE: 936-637-4900  
FAX: 936-637-6330

T.B.P.E.L.S. FIRM NO. F-413  
T.B.A.E. FIRM NO. BR 351

T.B.P.E.L.S. FIRM NO. 10110900  
GLSTEXAS.COM

V:\203\203064\Corres\203064-Const LTR002 Recommend to County.doc



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Sincerely,



01/03/24

Enclosure

Cc: Mike Marshall, Tyler County Precinct 3 ([mmarshall@co.tyler.tx.us](mailto:mmarshall@co.tyler.tx.us))  
Buck Hudson, Tyler County Precinct 4 ([bhudson@co.tyler.tx.us](mailto:bhudson@co.tyler.tx.us))  
Jerry Lovelady, Gen. Manager Tyler Co SUD ([generalmanager@tylercountywater.com](mailto:generalmanager@tylercountywater.com))  
Susan Stover ([susan.stover@sbcglobal.net](mailto:susan.stover@sbcglobal.net))  
Lesley Waxman ([lesley.waxman@sbcglobal.net](mailto:lesley.waxman@sbcglobal.net))  
Jackie Skinner, Tyler County Auditor ([jskinner.aud@co.tyler.tx.us](mailto:jskinner.aud@co.tyler.tx.us))  
Maegan Odom, Tyler County Assistant County Auditor ([modom.aud@co.tyler.tx.us](mailto:modom.aud@co.tyler.tx.us))

**Tyler County**  
**Tyler County SUD Water Improvements**  
**TxCDBG Contract No. CDV21-0384 - Construction**  
**December 12, 2023 @ 10:00 AM**  
**GLS No. 203064**

**SETEX Construction Corp.**  
**Beaumont, Texas 77707**

<b>BASE BID: Water Plant and Highway Bore</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT (\$)</b>
1	Mobilization, Bonds And Insurance	1	LS	\$ 19,000.00	\$ 19,000.00
2	Clearing and Grubbing and Site-work, Complete in place (c.i.p.)	0.005	AC	\$ 21,820.00	\$ 21,820.00
3	20,000 gallon Ground Storage Tank and Appurtenances, incl. Foundation, c.i.p.	1	LS	\$ 241,000.00	\$ 241,000.00
4	Site fencing, including remove existing as shown on plans, c.i.p.	124	LF	\$ 195.00	\$ 24,180.00
5	Furnish and install 6-inch Carrier, 12-inch Casing and Appurtenances under highway by bore, c.i.p.	60	LF	\$ 1,100.00	\$ 66,000.00
6	Site Electrical, c.i.p.	1	LS	\$ 25,000.00	\$ 25,000.00
<b>BASE BID TOTAL</b>				<b>\$397,000.00</b>	

<b>ADDITIVE ALTERNATE BID 1</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT (\$)</b>
1	Additional cost for 30,000 gallon Ground Storage Tank and Appurtenances, incl. Foundation, c.i.p.	1	LS	\$ 20,000.00	\$ 20,000.00
<b>ADDITIVE ALTERNATE BID 1 TOTAL</b>				<b>\$20,000.00</b>	

**NOTE:** Values shown in Highlighted Cells reflect values submitted on Bid Schedule. These cells have not been corrected to reflect correct multiplication or total.



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**January 3, 2024**

Tyler County  
100 W. Bluff, Room 102  
Woodville, Texas 75851

Attn: Milton Powers, County Judge  
[Judge@co.tyler.tx.us](mailto:Judge@co.tyler.tx.us)

**RE: Tyler County  
Tyler County SUD Water Improvements  
TxCDBG Contract No. CDV21-0384 MATERIALS  
Bid Results and Engineers Recommendation**

Dear Judge Powers,

Materials only bids were received by the County for the referenced project on December 12, 2023. A tabulation of the bids is attached.

In order to maximize bidder participation, bidders were allowed to provide bids for any combination of two packages as described below:

**PACKAGE 1 – PIPE AND APPURTNENCES:** Materials necessary to construct 7,725 feet of waterline, plant piping and appurtenances  
**PACKAGE 2 - PUMPS:** Two vertical multi-stage booster pumps.

Bids were received from three bidders as detailed on the attachment and summarized below:

BIDDER	PACKAGE 1	PACKAGE 2
Rural Pipe & Supply, Inc.	<b>\$79,650.00</b>	\$30,600.00
Pumps of Houston	No Bid	<b>\$28,240.00</b>
SETEX Construction Corp	\$83,725.00	166,000.00

We recommend the Materials Only contract for the Base Bid PACKAGE 1 be awarded to Rural Pipe and Supply, Inc. in the amount of \$79,650.00 . We recommend that Materials Only contract for Base Bid PACKAGE 2 be awarded to Pumps of Houston in the amount of \$28,240.00. The total budgeted amount for these contracts is \$148,000.00.

Tyler County SUD approved this recommendation at their Board meeting on December 19, 2023.

1809 S. CHESTNUT • SUITE 202  
LUFKIN, TEXAS • 75901

PHONE: 936-637-4900  
FAX: 936-637-6330

T.B.P.E.L.S. FIRM NO. F-413  
T.B.A.E. FIRM NO. BR 351

T.B.P.E.L.S. FIRM NO. 10110900  
GLSTEXAS.COM

V:\203\203064\CD\Materials\203064-Mtl's LTR002 Recommend to County.doc



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Please sign the attached Material Contracts should you choose to accept our recommendation.

Please call us if you have any questions.

Sincerely,



01/03/24

Enclosures

Cc: Mike Marshall, Tyler County Precinct 3 ([mmarshall@co.tyler.tx.us](mailto:mmarshall@co.tyler.tx.us))  
Buck Hudson, Tyler County Precinct 4 ([bhudson@co.tyler.tx.us](mailto:bhudson@co.tyler.tx.us))  
Jerry Lovelady, Gen. Manager Tyler Co SUD ([generalmanager@tylercountywater.com](mailto:generalmanager@tylercountywater.com))  
Susan Stover ([susan.stover@sbcglobal.net](mailto:susan.stover@sbcglobal.net))  
Lesley Waxman ([lesley.waxman@sbcglobal.net](mailto:lesley.waxman@sbcglobal.net))  
Jackie Skinner, Tyler County Auditor ([jskinner.aud@co.tyler.tx.us](mailto:jskinner.aud@co.tyler.tx.us))  
Maegan Odom, Tyler County Assistant County Auditor ([modom.aud@co.tyler.tx.us](mailto:modom.aud@co.tyler.tx.us))

Tyler County  
Tyler County SUD Water Improvements  
TxCDBG Contract No. CDV21-0384 - Materials  
December 12, 2023 @ 10:00 AM  
GLS No. 203064

Pumps of Houston Houston, Texas 77070	Rural Pipe & Supply, Inc. Jasper, Texas 75951	SETEX Construction Corp. Beaumont, Texas 77720
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**PACKAGE 1: Pipe & Appurtenances**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT (\$)	UNIT PRICE	AMOUNT (\$)	UNIT PRICE	AMOUNT (\$)
1	6" SDR-26 (OR C900 DR 25) PVC WATERLINE	7,725	LS	\$ -	\$ -	\$ 7.20	\$ 55,620.00	\$ 8.00	\$ 61,800.00
2	4" SDR 26 (OR C900 DR 25) PVC WATERLINE	85	LF	\$ -	\$ -	\$ 4.00	\$ 340.00	\$ 5.00	\$ 425.00
3	6" X 6', FLG X PE DIP	2	EA	\$ -	\$ -	\$ 1,050.00	\$ 2,100.00	\$ 125.00	\$ 250.00
4	4" X 5' FLG X PE DIP	3	EA	\$ -	\$ -	\$ 450.00	\$ 1,350.00	\$ 500.00	\$ 1,500.00
5	6" GATE VALVE & APPURTENANCES	5	EA	\$ -	\$ -	\$ 950.00	\$ 4,750.00	\$ 960.00	\$ 4,800.00
6	4" GATE VALVE & APPURTENANCE	7	LS	\$ -	\$ -	\$ 675.00	\$ 4,725.00	\$ 550.00	\$ 3,850.00
7	4" SILENT GLOBE CHECK VALVE & APPURTENANCES	2	EA	\$ -	\$ -	\$ 660.00	\$ 1,320.00	\$ 600.00	\$ 1,200.00
8	2" FLUSH VALVE ASSEMBLY	1	EA	\$ -	\$ -	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00
9	AIR RELEASE AND VACUUM VALVE & APPURTENANCES	1	EA	\$ -	\$ -	\$ 775.00	\$ 775.00	\$ 600.00	\$ 600.00
10	FITTINGS & APPURTENANCES	1	EA	\$ -	\$ -	\$ 6,200.00	\$ 6,200.00	\$ 3,800.00	\$ 3,800.00
11	TRACER WIRE, SIGNS & APPURTENANCES	1	EA	\$ -	\$ -	\$ 1,920.00	\$ 1,920.00	\$ 5,000.00	\$ 5,000.00
<b>PACKAGE 1 TOTAL</b>				<b>NO BID</b>		<b>\$79,650.00</b>		<b>\$83,725.00</b>	

**PACKAGE 2: Pumps**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT (\$)	UNIT PRICE	AMOUNT (\$)	UNIT PRICE	AMOUNT (\$)
1	VERTICAL MULTISTAGE PUMP	2	EA	\$ 14,120.00	\$ 28,240.00	\$ 15,300.00	\$ 30,600.00	\$ 83,000.00	\$ 166,000.00
<b>PACKAGE 2 TOTAL</b>				<b>\$28,240.00</b>		<b>\$30,600.00</b>		<b>\$166,000.00</b>	

  
12/13/23

## CONTRACT (TDA)

THIS AGREEMENT MADE THIS 8th day of January, 2024, by and between Rural Pipe & Supply, Inc., a corporation existing under the laws of the State of Texas, hereinafter called the "Contractor", and TYLER COUNTY, hereinafter called the "County".

WITNESSETH, that the Contractor and the County 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, TYLER COUNTY SUD WATER IMPROVEMENTS – TxCDBG CONTRACT NO. CDV21-0384 – MATERIALS PACKAGE 1, and required supplemental work, all in strict accordance with the Contract Documents including all addenda thereto, numbered n/a, dated n/a, all as prepared by GLS acting and in these Contract documents preparation, referred to as the "Engineer".

### ARTICLE 2. THE CONTRACT PRICE

The County 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 for the several respective items of work completed subject to additions and deductions as approved by the TDA (Grantor Agency) and the County, and as provided in PACKAGE 1 hereof.

### ARTICLE 3. CONTRACT

The executed Contract documents shall consist of the following:

- |                            |                                       |
|----------------------------|---------------------------------------|
| a) This Agreement          | f) General Conditions, Parts I and II |
| b) Addenda                 | g) Special Conditions                 |
| c) Invitation for Bids     | h) Technical Specifications           |
| d) Instructions to Bidders | i) Drawings (as listed in the         |
| e) Signed copy of Bid      | Schedule of Drawings)                 |

### ARTICLE 4. PERFORMANCE

Work, in accordance with the Contract dated January 8, 2024, shall commence on or before as specified in the Notice to Proceed, and Contractor shall complete the WORK within consecutive calendar days thereafter as specified in the Notice to Proceed. The date of completion of all WORK is therefore as specified in the Notice to Proceed.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as 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 3 shall govern, except as otherwise specifically stated.

- 
- Strike out inapplicable terms.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Four (4) original copies on the day and year first above written.

By: Milton Powers  
Title: County Judge

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Tyler County  
100 W. Bluff, Room 102  
Woodville, Texas 75979

Attested  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal \_\_\_\_\_



## CONTRACT (TDA)

THIS AGREEMENT MADE THIS 8th day of January, 2024, by and between Pumps of Houston, Inc., a corporation existing under the laws of the State of Texas, hereinafter called the "Contractor", and TYLER COUNTY, hereinafter called the "County".

WITNESSETH, that the Contractor and the County 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, TYLER COUNTY SUD WATER IMPROVEMENTS – TxCDBG CONTRACT NO. CDV21-0384 – MATERIALS PACKAGE 2, and required supplemental work, all in strict accordance with the Contract Documents including all addenda thereto, numbered n/a, dated n/a, all as prepared by GLS acting and in these Contract documents preparation, referred to as the "Engineer".

### ARTICLE 2. THE CONTRACT PRICE

The County 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 for the several respective items of work completed subject to additions and deductions as approved by the TDA (Grantor Agency) and the County, and as provided in PACKAGE 2 hereof.

### ARTICLE 3. CONTRACT

The executed Contract documents shall consist of the following:

- |                            |                                       |
|----------------------------|---------------------------------------|
| a) This Agreement          | f) General Conditions, Parts I and II |
| b) Addenda                 | g) Special Conditions                 |
| c) Invitation for Bids     | h) Technical Specifications           |
| d) Instructions to Bidders | i) Drawings (as listed in the         |
| e) Signed copy of Bid      | Schedule of Drawings)                 |

### ARTICLE 4. PERFORMANCE

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This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as 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 3 shall govern, except as otherwise specifically stated.

- 
- Strike out inapplicable terms.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Four (4) original copies on the day and year first above written.

By: Milton Powers  
Title: County Judge

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Tyler County  
100 W. Bluff, Room 102  
Woodville, Texas 75979

Attested  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested  
by: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

CERTIFICATIONS

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation, that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal \_\_\_\_\_