

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD****ADDENDUM NO. 1****FOR****FRED HERVEY WATER RECLAMATION PLANT
ACCESS ROAD****BID NO. 31-23****MARCH 22, 2023**

In accordance with the Instruction to Bidders of the Contract Documents, the following revision to the Plans and/or Specifications shall become part of the Contract Documents and the Bidders shall acknowledge receipt thereof on their Bid Proposal.

EL PASO WATER UTILITIES**BROWN AND CALDWELL**

Robert L. Davidson
Contract Construction Administrator*
March 22, 2023



THE SEAL APPEARING ON THIS DOCUMENT
WAS AUTHORIZED BY FERNANDO SILVA,
P.E. 96157 ON MARCH 22, 2023

Type text here
Fernie Silva, P.E.
Project Manager
March 22, 2023

*The EPWater representative's signature certifies that this Document shall become part of the Contract Documents for the referenced project. The signature is not a representation that the content of this document is technically correct.

Receipt of this Addendum must be acknowledged in writing to El Paso Water Utilities as required by the bid documents.

VOLUME 1 – CONTRACT DOCUMENTS

BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

AD-1.01 SECTION 00300 – BID FORM

- A. DELETE this section in its entirety and REPLACE with the attached new section 00300 BID FORM.

TECHNICAL SPECIFICATIONS

AD-1.02 SECTION 01 22 13 – MEASUREMENT AND PAYMENT

- A. DELETE this section in its entirety and REPLACE with the attached new section 01 22 13 MEASUREMENT AND PAYMENT.

SUBMITTED QUESTIONS AND ANSWERS

The following are answers to questions that were received prior to the cutoff date for questions.

Q-1.01. Per Measurement of Payment, bid item #5 (Preparation of Existing Grade) refers to Unclassified Excavation (Cut). Can you please confirm? If so, can you please confirm bid item quantity?

A-1.01. Preparation of Existing Grade does refer to the removal of existing (native) material and scarifying the remaining surface to accept the new base course (subgrade material). A uniform 8-inches would result in lower quantities than reflected on the bid form; however, there are areas that will require additional cut to bring the existing material to the required elevation as well as cut and reuse of material for the swales. Therefore, the quantity of 43,615 as shown on the bid form will remain; final quantities will be adjusted accordingly.

Q-1.02. Per Measurement of Payment, bid item #6 (Preparation of New Subgrade) refers to Embankment Placement (Fill). Can you please confirm? If so, can you please confirm bid item quantity?

A-1.02. Preparation of New Subgrade includes importing base course material to replace native material removed (Bid Item 5) and additional material in some areas to bring the subgrade to the required elevation. Two methods were used to calculate volumes and the bid quantity used falls between the two numbers. The quantity of 35,000 cy will remain; ultimately, payment will be made on actual quantities as measured in place.

Q-1.03. Can you please confirm quantity for bid item #7 (Header Curb). Per our take off quantities reflect only 29,436 LF?

A-1.03. From an aerial view, the quantity would be approximately 29,436. This quantity was revised to account for slight grade changes and curvatures, thus the higher quantity listed. Payment will be made based on actual length of header curb installed, measured in place.

Q-1.04 Bid item #8 refers to the 8-Inch Stabilized Surface Course, but NO bid item is provided for the Untreated 8-Inch Base Course. These are two different layers of material of 8-Inch EA as per plans. Please clarify.

A-1.04. There are two layers of 8-inch base course. The subgrade layer is covered in Bid Item 6. Bid Item 8 is only for the 8-inches of treated base course (surface layer).

ATTACHMENTS:

Attachment No. 1.01 – SECTION 00300 – BID FORM, 10 pages

Attachment No. 1.02 – SECTION 01 22 13 – MEASUREMENT AND PAYMENT, 4 pages

Addendum No. 1, pages 1 through 3, shall become part of the Contract and all provisions of the Contract shall apply thereto. The time provided for completion of the Contract is not changed. Bidders shall acknowledge receipt of all Addenda by number in the space provided in the Proposal.

*****END OF ADDENDUM NO. 1*****

ATTACHMENT NO. 1.01
SECTION 00300 - BID FORM

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: El Paso Water Utilities

FRED HERVEY WATER RECLAMATION PLANT ACCESS ROAD

BID NO.: 31-23

Name and Address of OWNER:
El Paso Water Utilities
Public Service Board
1154 Hawkins Boulevard
P. O. Box 511
El Paso, Texas 79961

Name and Address of BIDDER:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety days after the day of Bid opening. In the case of State, Federal, or NADBank-funded projects, all Bids will remain subject to acceptance for 90 days or such reasonable time as the funding agency may require. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (**receipt of all which is hereby acknowledged**):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - C. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions, and accepts the determination set forth in Paragraph SC-5.03 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings.
 - D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in "C." above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
 - I. All prices quotes by the bidder shall be entirely in United States Currency (U.S. Dollars).
4. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

***** HIGH IMPORTANCE *****

**TEXAS ETHICS COMMISSION
REQUIREMENT**

*****IN THE EVENT YOU RECEIVE AN AWARD OF THIS CONTRACT*****

Reference: FORM 1295 (revised 12/22/17) "Certificate of Interested Parties"

**A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**

SEE INSTRUCTIONS: Form 1295 and Sample Form 1295 (Section 00302)

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>UOM</u>	<u>Brief Description of Item</u>	<u>Unit Bid Price</u>	<u>Extended Amount (Qty. x Unit Price)</u>
1.	1	LS	Insurance, Bonds, and Mobilization and Demobilization Related Expenses Not to Exceed 5 percent of Total Bid for Items 2 through 11	\$ _____	\$ _____
2.	1	LS	Preconstruction and postconstruction video	\$ _____	\$ _____
3.	1	LS	Preparation and Implementation of TPDES Requirements; complete in place and maintain throughout construction.	\$ _____	\$ _____
4.	1	LS	Traffic Control, including maintenance throughout duration of project	\$ _____	\$ _____
5.	43,615	CY	Preparation of existing grade, including removal of existing material for subgrade and swales, disposal, and scarifying, complete in place.	\$ _____	\$ _____
6.	35,000	CY	Preparation of new subgrade, including import material as necessary, placement, compaction, and grading, including swales	\$ _____	\$ _____

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>UOM</u>	<u>Brief Description of Item</u>	<u>Unit Bid Price</u>	<u>Extended Amount (Qty. x Unit Price)</u>
7.	32,384	LF	Header curb, including all labor, materials, preparation of subgrade, and installation, complete in place	\$ _____	\$ _____
8.	10,910	CY	Stabilized road surface, including base course, material, preparation and placement, and compaction	\$ _____	\$ _____
9.	1	LS	Closure of existing railroad crossing, including permits and coordination with UPRR	\$ _____	\$ _____
10.	8	EA	Signs as specified, complete in place	\$ _____	\$ _____
11.	1	LS	Restoration of area back to original condition		
TOTAL BID PRICE (ITEMS 1 THROUGH 11)				\$ _____	

Quantities are not guaranteed.

If multiple awards are contemplated under a single bid document, an additional breakdown of bid amounts, subcontractors, and suppliers is required. It will also be necessary to adjust the MWBE Certification and Participation Summary Form accordingly.

In accordance with Section 151.311 of the Texas Tax Code (V.A.T.C.S.), regarding taxes on materials and services, and requiring a separated contract, the following is the breakdown of cost for materials and cost for labor for this bid:

MATERIALS TO BE INCORPORATED IN PROJECT NOT SUBJECT TO SALES TAX: \$ _____

LABOR TO BE INCORPORATED IN PROJECT NOT SUBJECT TO SALES TAX: \$ _____

RENTAL EQUIPMENT AND OTHER TAXABLE ITEMS: \$ _____

OTHER (I.E. BONDS, INSURANCE, CAPITAL EQUIPMENT, ETC.) \$ _____

***TOTAL CONTRACT:** \$ _____

***(TOTAL MUST EQUAL TOTAL BID PRICE)**

5. BIDDER agrees that the Work will be Substantially completed within 200 Calendar Days from the

date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and as revised in Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions, and as revised in the Supplementary Conditions, within **230** calendar days. Final completion includes CONTRACTOR'S resolution of all punch list items and CONTRACTOR'S submission of required close-out documentation. Any failure of the CONTRACTOR to complete the project within the contract time will be considered a material breach of this contract.

BIDDER accepts the provisions of the Supplementary Conditions and the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. BIDDER MUST ANSWER THE FOLLOWING QUESTIONS: (Refer to INSTRUCTIONS TO BIDDERS for definitions.)

A. Is the bidder that is making and submitting this bid a "RESIDENT BIDDER" or a "NONRESIDENT BIDDER"?

Answer: _____

B. If the bidder is a "NONRESIDENT BIDDER", does the state in which the Nonresident Bidder's principal place of business is located have a law requiring a Nonresident Bidder of that state to bid a certain amount of percentage under the bid or a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his or her bid in such state?

Answer: _____

C. If the answer to the question in Paragraph 6B above is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: _____

7. The following documents are attached to and made a condition of this Bid:

A. Required Bid Security in the form of _____

B. A tabulation of all Subcontractors who will provide labor at the site of the work or render services to the CONTRACTOR in or about the construction of the work and Suppliers and other persons and organizations is required to be identified in this Bid. Complete the following table, designating each as Small Locally-Owned Business Enterprise (SLBE), Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), is required. Only one category may be checked. Include the work item and value of work to be provided by the Prime Contractor, as well as its category.

Tabulation of Subcontractors and Suppliers

SUBCONTRACTOR/SUPPLIER	WORK ITEM	SUBCONTRACT OR PURCHASE ORDER VALUE (If value is unknown, please list <i>Pending</i>)	S L B E	M B E	W B E
Prime Contractor:					

C. Will the Contractor meet the Small Locally Owned Business Enterprise, Minority Business Enterprise and Women-Owned Business Enterprise goals as required by these contract documents and the funding agencies?

YES _____ NO _____

If "YES", include above each of the firms to be used, their business status as a SLBE, MBE, or WBE, the proposed dollar value and type of work to be performed.

If "NO", documentation supporting good faith effort is required.

8. Communications concerning this Bid shall be addressed to the following named individual, address, telephone number, facsimile number, and e-mail address:

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20__.

If BIDDER is:

An Individual

By _____ (SEAL)
(Name of Bidder)

(Title) (Signature)

doing business as _____

Business Address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(Signature - general partner)

Business Address: _____

Phone No.: _____

A Corporation (Revised 10/12/92, 1/7/93, 4/13, 3/1/22)

By _____
(Corporation Name)

(State of Incorporation and State of Principal Place of Business)

By _____
(Name of Person Authorized to Sign)

(Title) (Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Federal Tax Identification Number: _____

When proposing as a Corporation, Bidder swears and affirms by signing this Bid that the proposing Corporation is currently in existence, is currently authorized to do business in the State of Texas (or State of incorporation) and that no franchise tax reports or payments are delinquent as of the date of this Bid Proposal. The Bidder will provide a Certificate of Account Status with the signed Contract Documents. See Section 00510, for the sample form which is to be obtained by the successful Contractor from the Texas (or other state) Comptroller of Public Accounts and submitted as part of the final, executed Contract Documents.

CERTIFICATION OF INSURANCE AVAILABILITY

Date _____

I, _____ (Name of Insurance Agent), certify that I have reviewed the insurance requirements listed in Article 5 of the Supplementary Conditions of the specifications for the Fred Hervey Water Reclamation Plant Access Road, Bid No. 31-23 and further certify that _____ (Name of Bidder) has or can obtain the insurance coverage required by this Project so that a certificate of insurance and a copy(s) for the actual insurance policies can be submitted to the Owner within ten (10) days of the Notice of Award.

Signed _____

Title _____

Insurance Agency _____

Address _____

Telephone _____

**MINORITY CERTIFICATION
AND
PARTICIPATION SUMMARY**
(EPWU CIP FUNDED PROJECTS)

BID NUMBER: 31-23

BID TITLE: Fred Hervey Water Reclamation Plant Access Road

I certify that the Small Locally-Owned Businesses (SLBE), Minority (MBE) and Women's Business Enterprises (WBE) participating in this project are qualified in accordance with the Minority requirements included in the above listed Bid Documents and that we will ensure all consultants, contractors, suppliers, and subcontractors will comply with the Minority guidelines. Definitions of each category are found in the 00100, Instructions to Bidders Section. Attached are:

Solicitation Documents: _____

Proposed Subcontracts for the below listed firms: _____

SLBE, MBE, or WBE FIRM NAME	ADDRESS	PHONE	CONTRACT AMOUNT	SLBE	MBE	WBE

The attached documents outline the Good Faith Effort taken in complying with the Minority Guidelines.

CONTRACTOR

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ATTACHMENT NO. 1.02
SECTION 01 22 13 - MEASUREMENT AND PAYMENT

SECTION 01 22 13
MEASUREMENT AND PAYMENT

PART 1—GENERAL

This section deals with measuring the material and labor used on the project and the method of payment.

1.01 GENERAL REQUIREMENTS

- A. General scope of work under each bid item includes all labor, equipment and materials required for construction of completely functional and operational facilities as shown on the contract documents (drawings and specifications).
- B. All estimated quantities for unit price bid items stipulated in the bid proposal are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amount of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for unit price work and materials will be the actual amount of work done and materials furnished as measured by the Engineer.
- C. All measurements and payments will be based on completed and accepted work performed in strict accordance with the contract documents and in accordance with contract-unit prices and schedule of values. Incidental work and items not listed in the contract-unit price schedule will not be paid for separately, but will be included in the payment for the listed item or items and shall be full compensation for all labor, equipment, materials, testing and incidentals necessary to perform the work in accordance with these contract documents. A claim by the Contractor for extra compensation for an item not shown on the contract documents will not be considered for any reason including a claim that it does not fall within the scope of one of the Bid items.
- D. Contractor shall submit a schedule of values in accordance with Section 01 32 16. Parameters for the schedule of values shall be by the Contractor's construction schedule and total contract price.
- E. Cost of work or materials shown on the Drawings, called for in the Specifications and on which no separate payment is made, shall be included in the bid price on the various pay items for which they are associated. A claim by the Contractor for extra compensation for an item required but not shown on the Drawings or described in the Specifications will not be considered for any reason including a claim that it does not fall within the scope of one of the Bid Items.

PART 2 MEASUREMENT AND PAYMENT

2.01 BID ITEMS

BIDS WILL BE CONSIDERED NON-COMPLIANT AND BE DISCARDED IF PRICING IS NOT GIVEN TO EACH SPECIFIED BID ITEM. PROJECT TO BE AWARDED BASED SOLELY ON TOTAL BID PRICE FOR ALL ITEMS 1 THROUGH XX.

A. BID ITEM 1 – INSURANCE, BONDS, MOBILIZATION & DEMOBILIZATION:

Measurement shall be made in the stated lump sum for the mobilization, demobilization, insurance and bonds expenses associated with this project.

Payment shall include all costs for Contractor's mobilization and demobilization, insurance and bond, construction permits and fees, job trailers, site administration expenses, stand pipe and temporary meter service, and utilities to the job trailers including power, telephone, construction water needs, etc. for the entire project. This shall include all costs for contract closeout, site cleanup, and all costs associated with Contractor's demobilization from the site. Mobilization/Demobilization and all work included in this item shall be limited to five (5) percent of the total for Bid Items No. 2 through 13 and is payable one half at mobilization and one half at demobilization.

B. BID ITEM 2 – PRE-CONSTRUCTION AND POST CONSTRUCTION VIDEO RECORDING OF PROJECT AREA:

Measurement shall be made in the stated lump sum for the pre-construction and post construction video recording right-of-way survey and project site (50% for preconstruction, and 50% for postconstruction).

Payment shall be for audio/video recording of the site and surroundings, easements, pipeline route, and other areas where the work is to take place and on properties where ingress and egress will impact the properties, prior to and after construction and shall include duplication, dating and labeling of two recordings. Recordings shall be high definition 720p or 1080p resolution and shall be turned over to the Engineer prior to commencing construction and after construction has finished

C. BID ITEM 3 - PREPARATION AND IMPLEMENTATION OF TPDES REQUIREMENTS (SWPPP):

Measurement for this item shall be made on a lump sum basis for the development and implementation of the TPDES requirements per Section 01 57 13 including but not limited to preparing the storm water pollution prevention plan (SWP3) per the provisions of the TPDES permit requirements that covers the entire project site, applicable permit fees, obtaining permit approval from the City, procurement and implementation of the TPDES requirements (Permit, Notice of Intent, Notice of Termination), displaying the plan/permit requirements at the job site prior to commencing construction activities. Work shall also include all maintenance and replacements as necessary.

Payment of this item shall be made at the stated lump sum price and shall include implementation of SWP3, displaying the plan/permit requirements at the job site, installation and maintenance of best management practices (BMP's) prior to commencing construction activities, all labor, equipment, and any incidentals necessary perform the work complete in place.

D. BID ITEM 4 – TRAFFIC CONTROL PLAN:

Measurement shall be made in the stated lump sum for the preparation, approval, and implementation of the traffic control plan for the project and traffic control on City of El Paso (City) streets as necessary and coordination with Fort Bliss DPW.

Payment shall be for a traffic control plan where detours may be required as well as to identify and control traffic where construction traffic will impact traffic on City streets and shall include design and any permit fees. The traffic control plan and traffic control on the streets shall meet City and Fort Bliss DPW requirements for ingress and egress, detours, etc. If the City requires the re-design of the traffic control, it shall be the Contractor's responsibility to incur all costs associated with the re-design.

E. BID ITEM 5 – PREPARATION OF EXISTING GRADE

Measurement shall be made on a cubic yard basis, based on removal of approximately 8-inches of existing roadway native material, and shall include removal of pavement and concrete portions within the proposed roadway as well as removal/reuse of existing material for the swales to the grades shown on the plans. Work shall include scarifying the existing road surface, after removal of top layer, in preparation of the new subgrade material.

Payment shall include all equipment and labor necessary to complete the required and specified work. Payment shall include all labor, tools, equipment, hauling and disposal, and any incidentals necessary to complete the work.

F. BID ITEM 6 – PREPARATION OF NEW SUBGRADE

Measurement shall be made on a cubic yard basis of base course material installed to the specified grades (subgrade) as shown on the drawings.

Payment shall include all import material and hauling costs, equipment and labor necessary to process and place the material, installation and compaction of material, and grading to final subgrade. Payment shall include all labor, tools, equipment, import of additional material if needed, and any incidentals necessary to complete the work.

G. BID ITEM 7 – HEADER CURB:

Measurement shall be made based on lineal feet of concrete header curb installed.

Payment shall include all equipment and labor necessary to complete the required and specified work. Payment shall include all subgrade preparation and compaction, labor, tools, material, equipment, and any incidentals necessary to complete the work.

H. BID ITEM 8 – STABILIZED ROAD SURFACE:

Measurement shall be made on a cubic yard basis for treated base (roadway) installed.

Payment shall include base material, hauling costs, material for base treatment (emulsion/polymer), processing of material into the base in accordance with manufacturer's recommendations, placement and compaction.

I. BID ITEM 9 –ROAD CLOSURE (AT EXISTING RAILROAD CROSSING):

Road closure shall be as shown on the plans and in accordance with Union Pacific Railroad and City of El Paso requirements.

Payment shall be based on a lump sum basis and shall include all demolition (exclusive of demolition required for construction of the new access roadway), installation of road closure implementations as shown on the plans, permits as may be required (UPRR), and cleanup.

Measurement shall be made on a percentage of work completed.

J. BID ITEM 10 – SIGNS:

Furnish and install signs as shown and specified. Measurement shall be based on each sign fully installed.

Payment shall include all materials, equipment and labor necessary to complete the required and specified work. Payment shall include all preparation and compaction, labor, tools, material, equipment, and any incidentals necessary to complete the work.

K. BID ITEM 11– RESTORATION:

Measurement shall be made on a percentage complete based a lump sum basis for restoration of the site to original condition.

Payment shall include restoration of all disturbed areas, including but not limited to repair of damaged or excavated roads and driveways, concrete repair, patching and coatings to existing structures, landscaping, bollards, and other repairs documented, complete in place.

END OF SECTION