

EL PASO WATER – PUBLIC SERVICE BOARD

Bid No. 98-22 – Grouse Street Force Main Rehabilitation Phase VI, Part 2

ADDENDUM 1

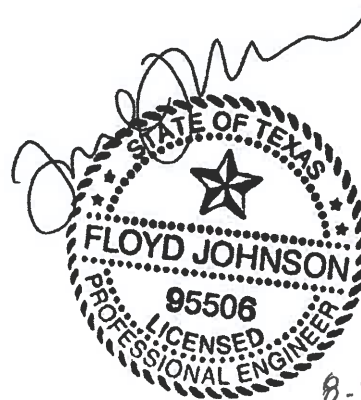
RESPONSES TO BIDDERS

August 26, 2022

In accordance with the Instructions to Bidders of the Contract Documents, the following revisions to the Specifications shall become a part of the Contract Documents and the Bidder shall acknowledge receipt thereof on the proposal.

Floyd Johnson, P.E.,

Engineer of Record, Huitt-Zollars, Inc.




Robert L. Davidson

8/26/2022

Contracts Construction Administrator El Paso Water

*The Purchasing Agent's signature certifies only that the document shall become part of the Contract Documents for the reference project. Her signature is not a representation that the content of this document is technically correct.

ADDENDUM NO. 1
Bid No. 98-22
August 26, 2022
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PART A – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE
CONTRACT

Item No.	Page or Drawing No.	Location and Description of Change
1.01	00300 – 3-5	BID FORM, Section 00300, REPLACE in its entirety with attached BID FORM.

PART B – TECHNICAL SPECIFICATIONS

Item No.	Page or Drawing No.	Location and Description of Change
1.02	01025- 2-3.	MEASUREMENT AND PAYMENT, Section 01025, CHANGE Item 9, Allowance for Railroad Inspection and owner contingency, modify Lump Sum amount from \$350,000.00 to \$400,000.00

MISC – ANSWERS TO QUESTIONS RECEIVED DURING PREBID MEETING.

Item No.	Page or Drawing No.	Question and Answer and Description of Change if applicable
1.03	00800- 17	<p>Q1: “it appears to be a discrepancy between working hours specified in the agenda compared to those identified in the specs. Can you confirm that?”</p> <p>A1: Contractor can work between 7:00 AM and 5:00 PM, as long as they are in 8-hr, daily shifts.</p>
	00800-44 SC-18.14	<p>Q2: “Can you verify if the existing 21” FM material is asbestos cement?”</p> <p>A2: Per record information, the 21” FM material is Prestressed Concrete Cylinder Pipe (PCCP).</p>
	01025 – 2-3	<p>Q3: “Can you clarify what are the inspection fees and entry costs and if those will be reimbursed through the Allowance item?”</p> <p>A3: Yes, costs associated with UPRR work are covered under the Allowance item.</p> <p><u>Per Union Pacific Railroad Public Projects Manual</u>, on average, flagging services cost \$1,500 per day. Flagging will be invoiced as an 8-hour day minimum. Applicant will need to contract directly with a UP approved Flagging contractor, see Section 13 – Railroad flagging/protection.</p> <p>For Right of entry/ Temporary use of railroad property procedures and application process visit: https://www.up.com/real_estate/tempuse/index.htm</p> <p>For Application fee (\$1,045.00) and other applicable fees visit: https://www.uprr.com/rem/ucs/jas/#/home</p> <p>For Railroad Protective Liability Insurance for Projects Under \$10,000,000 and do not exceed 12 months, see application and rate schedules at: https://www.marsh.com/us/industries/transportation/products/railroad-protective-liability-insurance.html</p>
		<p>Q4: “Is there any intent to add any allowance item to cover any sort of watchmen for gas or utility?”</p> <p>A4: Per Item 9 under “Measurement and Payment” this specific allowance is covered under “unforeseen costs and work associated</p>

		with any new items and/or any of the aforementioned items listed in the measurement and payment. Allowance amount will be increased to \$400,000.
		<p>Q5: Regarding the 21" line that needs to be removed, "Is it active all the time and requires bypass pump?"</p> <p>A5: It is not an active line. No bypassing will be necessary. If needed, flows can be diverted to the existing 30" FM.</p>
		<p>Q6: "Is the 30' easement shown in plans meant to be Railroad Dr?"</p> <p>A6: This is a platted easement found in WFF Industries Unit Two Plat as "Railroad and Utility Easement".</p>
		<p>Q7: "Is there any Fort Bliss issues for coordination within their property?"</p> <p>A7: The proposed 30" FM line will not encroach into Fort Bliss property and no coordination will be needed.</p>
		<p>Q8: "How close is the 30" existing that needs to be protected from the new proposed 30" FM?"</p> <p>A8: The C-C distance between existing and proposed 30" FM lines is 7.5'.</p>
		<p>Q9: "Is there an Engineer's estimate?"</p> <p>A9: EPWater has posted a cost estimate range between \$8.3M and \$9.4M on the project website.</p>

MISC – ANSWERS TO QUESTIONS RECEIVED DURING REVIEW PERIOD.

Item No.	Page or Drawing No.	Question and Answer and Description of Change if applicable
1.04		<p>Q1: “For the Bores with Steel Encasement (Bid Item #3): 1) Please confirm the 30” PVC Force Main carrier pipe is required to be “Restrained Joint” 2) Please confirm fully restrained, fully fused, gasketless 30” AWWA C900 DR21 Fusible PVC Force Main is allowed as carrier pipe a) If Fusible PVC is used as carrier pipe, can the Steel Casing Diameter be downsized?”</p> <p>A1: 1) Per Section 02500-3 Part F, Mechanical restraints at all joints shall be used to prevent overhoming. 2) As indicated in plans, 30-Inch FM C-900 DR21 (200 psi) shall be used.</p>
		<p>Q2: “For Jack & Bore installs, a “fully restrained” carrier is typically required inside the Steel Casing. This is especially critical to ensure the PVC carrier pipe doesn’t get over-belled (over-inserted), or the cyclical nature of the Force Mains surges do not move the pipe. A Restrained Joint is necessary to facilitate pushing or pulling the PVC carrier pipe inside the casing, which could otherwise lead to leaks and short-term failures at the joints/gaskets.”</p> <p>A2: Per Section 02500-3 Part F, Mechanical restraints at all joints shall be used to prevent overhoming.</p>
		<p>Q3: “AWWA C900 DR21 Fusible PVC sewer pipe is part of the AWWA C900 standard and exceeds all design requirements for this Sewer carrier pipe. It’s fully bi-laterally restrained and gasketless. This eliminates all gaskets underneath this critical infrastructure, and removes any risk associated with potential future joint/gasket leaks.”</p> <p>A3: As indicated in plans, 30-Inch FM C-900 DR21 (200 psi) shall be used.</p>
		<p>Q4: “Also, because Fusible PVC pipe doesn’t have a bell OD, and doesn’t require external Restraint mechanisms, the Steel Casing Pipe can be downsized. See attached Engineering Data Sheet: • 30” Fusible PVC fits inside a 36” Steel Casing”</p> <p>A4: As indicated in plans, 30-Inch FM C-900 DR21 (200 psi) shall be used.</p>
		<p>Q5: “A Jack & Bore (Steel Casing installation) cost is based on bore hole size. Cost in this region for dry auger boring and steel casing</p>

		<p>installation in sandy/clay conditions is typically ~\$20/inch-diameter bore hole. However, in “today’s” market, we’ve seen much higher. A 36” Steel Casing reduces the bore hole/Steel Casing Diameter and provides a major cost-savings to the City.”</p> <p>A5: Noted</p>
		<p>Q6: “AWWA C900 Fusible PVC pipe provides the most advantages compared to Bell & Spigot PVC with Restrained Joint Hardware. Fusible PVC is standard C900 PVC pipe, which allows for off-the-shelf waterworks fittings/connections to tie back into the rest of the PVC Force Main.”</p> <p>A6: Noted</p>
		<p>Q7: “Plans call for 30-Inch FM C-900 DR21 (200) and Specifications (02210-2) calls for 30-Inch C905 DR25 (165). Please clarify what class and schedule should be used”</p> <p>A7: Use 30-Inch FM C-900 DR21 (200 psi).</p>
		<p>Q8: “All 30” MJ fittings are cement lined as per specs, no mention of Protecto 401 lining that is more suitable for sewer application. Please confirm if Protecto 401 Lining will be needed.”</p> <p>A8: All fittings in accordance with AWWA C-110 shall have an asphaltic coating on the outside. Protecto 401 is acceptable.</p>
		<p>Q9: “There are 2 ea. 30-Inch Gate Valves listed in sheet 9 table summary. This are not reflected on Plan nor profile are this going to be needed in this sheet? If yes it will be a total of 4 ea gate valves for the project not 2 ea.”</p> <p>A9: No 30" GV needed in this segment. Total amount of 30" GVs is 2.</p>
		<p>Q10: “The CAV assembly, can we offer 4” Plug valves instead of GV, they are more suitable for sewer; are the 2 GV before the CAV needed or 1 GV is enough; at the end of the line is there a special connector needed or just an open end will do?”</p> <p>A10: Yes, plug valves are acceptable. 1 GV and open end will suffice.</p>
		<p>Q11: “Sheets 6 to 12 call for the removal of 21-Inch force main and Sheets 13 to 17 calls for the removal of 24-Inch force main. Can you please confirm there will be two sizes of existing pipe that will need to be removed?”</p> <p>A11: Both 21" and 24" FM lines shall be replaced with proposed 30"</p>

		FM as shown in plans.
		<p>Q12: "Is the existing 21-Inch and 24-Inch pipe that needs to be removed Asbestos Cement Pipe? If not can you please specify pipe material type and wall thickness."</p> <p>A12: Record information indicates the existing 21" FM is a Prestressed Concrete Cylinder Pipe (PCCP) and the existing 24" FM is a Steel Cylinder Concrete Pipe (SCCP).</p>
		<p>Q13: "Is there a permit in place to use Union Pacific R.O.W?"</p> <p>A13: Yes.</p>
		<p>Q14: "There is no bid item to remove and replace the existing chainlink where should we allocate these costs? Also can you please provide a detail and specifications for the chainlink. (height, wire gauge, etc)"</p> <p>A14: This work is subsidiary to bid item 2. Refer to Section 1025 – 2, "Measurement and Payment for this item shall ALSO include the costs associated with the removal and installation of chain link fence where in conflict with pipeline route." The installation of the chain link fence is not new unless damaged by Contractor.</p>
		<p>Q15: "There is no bid item for the removal of the existing 21-Inch and 24-Inch. Where should we allocate these costs?"</p> <p>A15: This work is subsidiary to Bid Item 2. Refer to Section 1025 – 1. "Measurement and Payment for this item shall ALSO include the cost associated with the removal and disposal of any existing pipe removed."</p>
		<p>Q16: "Trench Safety bid item is less quantity than the 30-Inch FM quantity. Usually this are the same quantity as trench safety is needed the entire length. Please clarify."</p> <p>A16: Trench Safety is not required for the 30-Inch FM carrier pipe within steel casing. Therefore, quantities will not be the same.</p>
		<p>Q17: "Bore profiles do not show any vent pipe. Will vent pipes be required at the bores? If yes can you please provide station location and detail candy canes or bonnet boxes, what size of pipe, etc."</p> <p>A17: Vent pipes will be required. Contractor to check with manufacturer recommendations for additional information.</p>
		Q18: "Specifications section (02400-2) states "The owner shall pay a

		<p>soils testing laboratory and shall provide for initial density testing of in-place backfill” and Specification section (01410-1) states “ The contractor shall provide an independent testing agency to take moisture content , gradation, compaction and density tests, flowable fill and HMAC as well as, all labor, equipment and apparatus necessary for testing...” Please clarify who will be paying for density testing.”</p> <p>A18: Contractor shall only pay for any additional density testing needed derived from failing density tests.</p>
		<p>Q19: “Please clarify working hours. Pre-bid meeting stated 7 am to 3:30 am. Supplementary conditions section 00800-17 states regular working hours to be from 7AM to 5PM.”</p> <p>A19: Contractor can work between 7:00 AM and 5:00 PM, as long as they are in 8-hr, daily shifts.</p>
		<p>Q20: “Please keep in mind that this is a large FM project and to finish within or close to the days given we will need to work as many hours as we can. Will you consider adding any additional calendar days?”</p> <p>A20: At this time, no additional calendar days will be granted.</p>
		<p>Q21: “Per supplementary special conditions (02430-2) Night work will be required on the Tie-Ins 12AM to 3AM. Can this hours be extended 3hrs to tie in might not be enough time.”</p> <p>A21: Since the lines being replaced are inactive, Contractor can perform tie-ins between regular work hours.</p>
		<p>Q22: “Who will pay for Construction Water: Contractor or Owner?”</p> <p>A22: Contractor shall pay for construction water.</p>
		<p>Q23: “Specification Section 00100 states that soil conditions and test borings included in preliminary reports prepared by the Engineer, “...in no event shall be considered...and inducement to bidding, or a factor for computation of bids.” However, Article 6.2, 6.3, and 6.5 of the Agreement requires the Contractor to acknowledge it has studied the report and its affect to the Contractor’s “...cost, progress, performance or furnishing of the Work...” Additionally, Specification Section 00700.5.03.C states the Contractor, “...may rely upon the accuracy of the Technical Data...”, and this is further clarified by Specification 00800, SC-5.03. Please clarify if, and how, the Contractor may utilize the report defined in 00800, SC-5.03.”</p> <p>A23: Per Section 100, “The Bidder must assume all risks that</p>

		conditions encountered in performing the Work may be different from the approximation shown. Owner hereby grants reasonable access to Bidder and/or his employees or contractors to examine the work site over which Owner has ownership or control.” Contractor shall refer to geotechnical report.
		<p>Q24: “Specification Section 00800, SC-7.03.1 appends a Section 00700..03.C with definition of “Regular working hours” of 7:00 AM to 5:00 PM. The next paragraph of Specification Section 00800, states, “Contractor will not perform Work on a Saturday, Sunday, or any legal holiday.” The next paragraph of Specification Section 00800, states, “...Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at the Contractor’s sole discretion.” At the pre-bid, it was stated that work days will be 7:00 AM to 3:30 PM. Contractor believes that a 7:00 AM to 5:00 PM allowable work day is appropriate. Please confirm working hours.”</p> <p>A24: Contractor can work between 7:00 AM and 5:00 PM, as long as they are in 8-hr, daily shifts.</p>
		<p>Q25: “Specification Section 00800, SC-7.03 states Contractor will be required to pay the RPR’s overtime costs. Does the owner intend on billing the Contractor for these hours? Should the Contractor include the \$70/HR rate as defined in Specification Section 01000 for any overtime hours worked?”</p> <p>A25: Yes, Contractor shall pay for RPR’s overtime costs per stated rate.</p>
		<p>Q26: “Specification Section 00800, SC-7.09.B.2 states, “Owner has prepared a Storm Water Pollution Prevention Plan (SWPPP).”, however, SC-7.09.4.a states the Contractor’s responsibility is to, “Prepare a Storm Water Pollution Prevention Plan (SWPPP)...”. Please clarify who is responsible for preparing a SWPPP.”</p> <p>A26: Per Section 01020-1, for a project of this size, “A Storm Water Pollution Prevention Plan (SWP3) is not required.”</p>
		<p>Q27: “Specification Section 00800, SC-13.01 appears to be specifying the rental rate book governing machinery costs by Contractor, but may have inadvertently left this undefined. If not already determined, Contractor suggests the use of Equipment Watch Blue Book for rental rates.”</p> <p>A27: Refer to the most current edition of Rental Rate Blue Book.</p>
		Q28: “Specification Section 00800, SC-18.14.A&B states,

		<p>“Contractor shall acquire and pay all associated expenses...” for Railroads, and, “Contractor shall obtain Railroad Liability Insurance...” Are these costs reimbursable underneath Specification Section 01025.1.2 “9. Allowance for Railroad Inspection and owner contingency”? If not, which bid item should the Contractor carry these costs in? Can the Engineer provide a schedule of costs which include “right-of-way” entry and any others?”</p> <p>A28: Costs associated with UPRR work are covered under the Allowance item</p> <p><u>Per Union Pacific Railroad Public Projects Manual</u>, on average, flagging services cost \$1,500 per day. Flagging will be invoiced as an 8-hour day minimum. Applicant will need to contract directly with a UP approved Flagging contractor, see Section 13 – Railroad flagging/protection.</p> <p>For Right of entry/ Temporary use of railroad property procedures and application process visit: https://www.up.com/real_estate/tempuse/index.htm</p> <p>For Application fee (\$1,045.00) and other applicable fees visit: https://www.uprr.com/rem/ucs/jas/#/home</p> <p>For Railroad Protective Liability Insurance for Projects Under \$10,000,000 and do not exceed 12 months, see application and rate schedules at: https://www.marsh.com/us/industries/transportation/products/railroad-protective-liability-insurance.html</p> <p>Railroad liability insurance will fall under Measurement and Payment Item 9.</p>
		<p>Q29: “Specification Section 01000 states, “If Contractor does not feel that the time allotted is sufficient, they should raise this question before the bid opening”. With recent supply-chain issues, there is uncertainty of lead times from pipe & valve manufacturers. Contractor is requesting to extend the Contract Time to allow for sufficient procurement of materials.”</p> <p>A29: No additional time shall be given at this time.</p>
		<p>Q30: “Specification Section 01000 states, “If Contractor does not feel that the time allotted is sufficient, they should raise this question before the bid opening”. At the pre-bid meeting, the engineer stated that work hours were from 7:00 AM to 3:30 PM. If this is correct, the Contractor requests to extend the Contract Time, additionally, to allow for reduced production.”</p>

		<p>A30: No additional time shall be given at this time.</p> <p>Contractor can work between 7:00 AM and 5:00 PM, as long as they are in 8-hr, daily shifts.</p>
		<p>Q31: "Specification Section 01010.1.6 states, "the Contractor must complete Safety Training Programs." for the Union Pacific Railroad. Is this requirement for all of Contractors employees? How long is the program, and is there a cost to attend it?"</p> <p>A31: This program has a \$25 set up fee (a one time fee per Licensees and/or their Contractor Company) and the cost of training is \$7 per person which is the responsibility of the Licensees and/or their Contractors. Once the training has been completed the individual will be able to print a Certificate of Completion, good for 2 years, which they should have accessible while on Union Pacific properties. For general and additional contact information, visit:</p> <p>https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm</p>
		<p>Q32: "Specification Section 01010 1.7 states, "The Contractor must complete all Safety Training Programs prior to the commencement of construction." for Fort Bliss. Is this requirement necessary for work within the project ROW, or just if the Contractor needs access outside the ROW? Does all of the Contractor's employees need to complete the Safety Training? How long is the Program, and is there a cost to attend it? Does this training include the mandatory 45 minutes Explosive Ordinance Familiarization Training Program, or is that separate?"</p> <p>A32: Safety Training with Fort Bliss will not be required.</p>
		<p>Q33: "Specification Section 01020 Part 1 states that the Engineer has estimated the project will disturb 0.9 acres of land, and therefore a Storm Water Pollution Prevention Plan (SWP3) is not required. Further, this paragraph states, if a SWP3 is actually required, the Contractor will be responsible to provide one at no additional cost. The Contractor believes the Engineer's estimate of approximate disturbed acres is low, and the actual is over 1 acre requiring the development and implementation of a SWP3. Additionally, this appears to be in conflict with Specification 00800, SC-7.09.B.2 which states the Owner has prepared a Storm Water Pollution Prevention Plan. In accordance with the defined Contract Document precedence in Specification Section 00800.3.01.B.1 the Supplementary Conditions take precedence over the Specification and Drawings. Please confirm the Engineer's estimated disturbed acres, what type of SWP3 is required, and who is responsible to prepare it."</p>

		<p>A33: To maintain the 0.9 acres of land figure, the Contractor can work up to a maximum of 4,000 LF of trench, or 4,000 LF of pipe. The project can be separated into 3 sections of installed pipe.</p>
		<p>Q34: "Specification Section 01025.1.2.2 states the 30-inch PVC Sewer Force Main Pipe's measurement and payment includes all pipe sections to be "lined" and "wrapped". Is polywrap required on the force main pipe?"</p> <p>A34: Yes, green polywrap is required.</p>
		<p>Q35: "Specification Section 02210.1.1.I specifies the use of concrete thrust blocks at fittings & valves, it also specifies mechanical joint restrainers shall be installed as specified. If the contractor utilizes mechanical joint restrainers, are concrete thrust blocks required (and/or vice versa)? Will the Engineer provide length of mechanical joint restrainers by each fitting?"</p> <p>A35: The use of restrainers may be used; thrust blocks would thereby not be required. For length of mechanical restrainers, refer to https://rlc.ebaa.com/calculator.php</p>
		<p>Q36: "Specification Section 02300.C states that if subgrade is, "soft, spongy, disintegrated..." etc, the Contractor shall over-excavate no less than 6-inches. Will the engineer provide a contingent bid item for the cost of this? Or is the Contractor expected to carry an arbitrary amount of additional Class I coarse gravel in its bid?"</p> <p>A36: This item is covered under Measurement and Payment Item 2 and is subsidiary to installation of the 30" Sewer Force Main Line.</p>
		<p>Q37: "Specification Section 02300.H defines maximum length of open trench, please confirm the Project is entirely defined as "Undeveloped Areas". "</p> <p>A37: The project is in undeveloped area. However, the Contractor can only work up to a maximum of 4,000 LF of trench, or 4,000 LF of pipe.</p>
		<p>Q38: "Specification Section 02500 does not state that the installation of casing by boring includes pressure grouting, but installation by tunneling does. Please confirm this is correct."</p> <p>A38: Every effort shall be made to prevent formation of voids, regardless of method. Pressure grouting shall always be used to fill space between casing and outside face of the casing.</p>

		<p>Q39: "Will the Engineer add an allowance item for any utility "watch-dog" costs? If not, which bid item should the Contractor carry the costs in?"</p> <p>A39: Per Item 9 under "Measurement and Payment," this specific allowance is covered under "unforeseen costs and work associated with any new items and/or any of the aforementioned items listed in the measurement and payment. Allowance amount will be increased to \$400,000.</p>
		<p>Q40: "What is the current rate of construction water?"</p> <p>A40: Contractor shall check current rates with EPWater.</p>
		<p>Q41: "The Contractor has been informed that the current lead time on a 30-inch Mueller gate valve with a vertical spur gear is currently 36-40 weeks (252 – 280 days). Contractor has asked its supplier to follow-up with other manufacturers. Initial feedback is that the other approved manufacturers are showing similar lead times. Contractor requests the Contract time be extended to allow for procurement of materials."</p> <p>A41: No additional time shall be given at this time.</p>

****End of Addendum No. 1****

***** 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 Move-In Related Expenses, not to Exceed 5% of Bid Item Nos. 2 – 9. If Item No. 1 exceeds 5%, bid may be deemed non-responsive.	\$ _____	\$ _____
2.	11,610	LF	Furnish and Install 30-inch Sewer Force Main Pipe installed with fittings and accessories as indicated on the plans, Complete-in-place.	\$ _____	\$ _____
3.	600	LF	Furnish and install 48-inch diameter Steel Casing Utilizing Boring or Jacking	\$ _____	\$ _____
4.	2	EA	Furnish and install 30-inch Gate Valve Assembly, including but not Limited to Bonnet Box, Complete-in-Place.	\$ _____	\$ _____
5.	11,010	LF	Trench Safety System	\$ _____	\$ _____
6.	1	LS	Pipeline Route Videotaping	\$ _____	\$ _____
7.	2	EA	Blow-off Valve Assembly, including but not limited to Manhole, Complete-in-Place	\$ _____	\$ _____
8.	2	EA	Air Release Valve Assembly, including but not limited to Vault, Complete-in-Place.	\$ _____	\$ _____

<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>
9.	1	LS	Allowance for Railroad Inspection and owner contingency.	\$400,000.00	\$400,000.00
TOTAL BID PRICE (ITEMS 1 THROUGH 9)				\$	_____

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 180 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 210 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), Small Business Enterprise (SBE), Small Business in Rural Areas (SBRA), or Other (not either SLBE, WBE MBE, SBE or SBRA) 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.