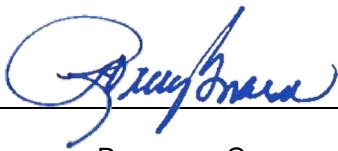


**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD****ADDENDUM NO. 3****FOR****Austin Pond Bleeder Line****BID NO. SW65-23****October 10, 2023**

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**OMEGA Engineers Inc.**

Rosemary Guevara
Utility Purchasing and Contracts Manager
October 10, 2023



Alberto Almada, P.E.
Project Manager
October 10, 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.

This Addendum provides an update to the bid form and measurement and payment sections.

BID MILESTONES

AD-2.01. THE BID MILESTONES HAS BEEN REVISED AS FOLLOWS:

Bid Opening: October 17th, 2023, at 2:00 P.M. (MST)

VOLUME 1 – CONTRACT DOCUMENTS

BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

AD-3.02. SECTION 00300 – Bid Form

- A. REMOVE Section 00300 – Bid Form in its entirety and REPLACE with revised Section 00300– Bid Form, attached to this Addendum.

AD-3.03. SECTION 01025 – Measurement and Payment

- A. REMOVE Section 01025 – Measurement and Payment in its entirety and REPLACE with revised Section 01025– Measurement and Payment, attached to this Addendum.

ATTACHMENTS:

Attachment No. 3.01 – SECTION 00300 – Bid Form - Entire Section

Attachment No. 3.02 – SECTION 01025 – Measurement and Payment – Entire Section

Addendum No. 3, pages 1 through 2, 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. 3**

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: El Paso Water Utilities

Austin Pond Bleeder Line

BID NO.: **SW65-23**

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	L.S.	Insurance, Bonds, and Move-In Related Expenses, Not to Exceed 5% of Bid Item Nos. 2 through 30. If Item No. 1 exceeds 5%, bid may be deemed non-responsive).	\$ _____	\$ _____
2.	1,160	C.Y.	Excavate and properly dispose excavated material. Including all labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
3.	2,677	S.Y.	Remove and properly dispose existing asphalt pavement & base. Including all labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
4.	7	M.O.	Provide traffic control as directed in traffic control plan sheets. Furnish and install barricades, signs, channelizing devices, vertical panels, work zone pavement markings, and other materials, labor and all related appurtenances. Complete in Place.	\$ _____	\$ _____
5.	300	L.F.	Furnish and install low profile portable concrete traffic barrier type 1, including all materials, labor and all related appurtenances. 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>
6.	100	L.F.	Furnish and install low profile portable concrete traffic barrier type 2, including all materials, labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
7.	660	L.F.	Move low profile portable concrete traffic barrier type 1, including all materials, labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
8.	280	L.F.	Move low profile portable concrete traffic barrier type 2, including all materials, labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
9.	300	L.F.	Remove low profile portable concrete traffic barrier type 1, including all materials, labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
10.	100	L.F.	Remove low profile portable concrete traffic barrier type 2, including all materials, labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
11.	343	L.F.	Furnish and install trench excavation protection system. Trench box method, or shoring, sheeting and bracing methods. Including all materials, labor and all related appurtenances. Complete in place.	\$ _____	\$ _____
12.	380	TON	Furnish and install 2.5" of dense graded hot mix asphalt concrete pavement TY-C PG 76-22. Including all materials, labor, and related appurtenances. Complete in place.	\$ _____	\$ _____
13.	537	GAL	Furnish and prime coat with TxDOT item 310: CSS-1H. Including all materials, labor, and all related appurtenances. Complete in place.	\$ _____	\$ _____
14.	1,160	C.Y.	Furnish and install 12"-2 sack soil cement backfill including all materials, labor and related appurtenances. 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>
15.	920	L.F.	Furnish and install 18" reinforced concrete pipe (CL III), including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
16.	97	L.F.	Furnish and install 18" reinforced concrete pipe (CL V). Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
17.	97	L.F.	Furnish and install 36" casing via bore. Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
18.	1	EA	Furnish and install flotable collection structure. Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
19.	14	E.A.	Furnish and install class C concrete collar. Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
20.	6	E.A.	Furnish and install storm sewer manhole (5' Diameter). Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
21.	1	L.S.	Water Extraction	\$_____	\$_____
22.	89	L.F.	White solid 8" reflective pavement marking (100 mil). Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
23.	351	L.F.	White solid 24" reflective pavement marking (100 mil). Including all materials, labor and related appurtenances. Complete in place.	\$_____	\$_____
24.	2	E.A.	White arrow reflective pavement marking (100 mil). Including all materials, labor and related appurtenances. 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>
25.	1	E.A.	White word reflective pavement marking (100 mil). Including all materials, labor and related appurtenances. Complete in place.	\$ _____	\$ _____
26.	2150	L.F.	Yellow solid 4" reflective pavement marking (100 mil). Including all materials, labor and related appurtenances. Complete in place.	\$ _____	\$ _____
27.	183	S.Y.	Furnish, install and remove Construction exits type I. Complete in place.	\$ _____	\$ _____
28.	129	L.F.	Furnish, install and remove 18" biodegradable erosion control log. Complete in place.	\$ _____	\$ _____
29.	15	DAY	Coordination with railroad department and railroad flaggers.	\$ _____	\$ _____
30	1	L.S.	Videotaping and photographic documentation of the project area before and after construction.	\$ _____	\$ _____
31	1	L.S.	Additional Work not included in Bid Items	\$200,000.00	\$200,00.00

TOTAL BID PRICE (ITEMS 1 THROUGH 31) \$ _____

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.

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
			Please check one box		
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 **Austin Pond Bleeder Line**, Bid No. **SW65-23**, 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: _____

BID TITLE: _____

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

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS

- A. Measurement and payment shall be as specified in this Section.
- B. General Scope of work under each bid item includes all labor and materials required for construction of completely functional and operational facilities as shown on the Drawings and in these Specifications.
- C. 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 amounts 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.
- D. All measurements and payments will be based on completed and accepted work performed in strict accordance with the Drawings and Specifications 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.
- 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 shown on the Drawings or described in the Specifications will not be considered for any reason including but not limited to the claim that it does not fall within the scope of one of the Bid items.

PART 2 MEASUREMENT AND PAYMENT

2.01 MOBILIZATION/DEMOBILIZATION, INSURANCE & BONDS (**ITEM 1: INSURANCE, BONDS, AND MOVE-IN RELATED EXPENSES**)

- A. Measurement shall be made in the lump sum inclusive of any and all cost associated with insurance, bonds, mobilization and demolition required for bid of this project.
- B. Payment shall include all cost for Contractor's mobilization and demobilization, insurance and bond, construction permits and fees, job/office trailers, site administration expenses, and utilities to the job trailers including power, telephone, internet, water, etc. for the entire project. Shall include all costs for contract close-out, site cleanup, and all costs associated with Contractor's demobilization from the site. Payment for mobilization and demobilization shall be on a Lump Sum basis as noted in the Bid Form. Mobilization/demobilization charges are considered only when the contractor moves in or out of the project limits/site, not within project limits/site.

2.02 REMOVE AND DISPOSE (**ITEM 2 & 3: EXCAVATION, REMOVE EXISTING ASPHALT PAVEMENT AND BASE**)

- A. Measurement shall be made per unit bid item as identified on the bid form.
- B. Payment shall be made at the stated unit price shown on bid form and in accordance with project specifications. Payment shall also include but not limited to all material, coordination, labor, and equipment required for the demolition, removal and hauling to an appropriate disposal site.

2.03 **PROVIDE AND MAINTAIN TRAFFIC CONTROL (ITEM 4, 5, 6, 7, 8, 9 & 10) FURNISH AND INSTALL BARRICADES, SIGNS , VERTICAL PANELS, CHANNELIZING DEVICES, WORK ZONE PAVEMENT MARKINGS**

- A. Measurement for this item shall be made per unit bid item as identified on the bid form.
- B. Payment shall be made for preparing, obtaining, implementing and maintaining traffic control as shown on plans. Traffic control shall meet TxDOT and the City of El Paso requirements for ingress and egress, detours, temporary traffic signals, traffic barricades, temporary pavement markings, vertical panels, portable message signs, etc. if the El Paso Water or its representative requires the re-design of the traffic control, at any time during the duration of the project, it shall be the contractors responsibility to incur all cost associated with the redesign and relocation of traffic control devices. Traffic control shall be installed on other streets affected by construction not necessary within the project limits. Traffic control needs to be approved by both TxDOT and the City of El Paso before the commencement of any construction activities, fees/coordination associated with obtaining all traffic control permits will be paid under this term. Contractor shall coordinate with TxDOT and City of El Paso regarding all traffic control measures. If any permits, applications, or approval documents are required by TxDOT, contractor shall be responsible for acquisition of said permits.

2.04 **TRENCH EXCAVATION PROTECTION SYSTEM (ITEM 11) FURNISH AND INSTALL TRENCH EXCAVATION PROTECTION SYSTEM**

- A. Measurement shall be made per linear foot (LF) of Trench Safety Systems shall be determined by the length along the center line of the installed pipe using horizontal stationing with no deduction being made for manhole or inlets.
- B. Payment for Trench Safety Systems, measured as described above, shall be made at the unit price bid per linear foot (LF) of Trench Safety Systems used. Payment of all work under this item shall be full compensation for the Trench Safety Systems including any design, testing, inspection, or additional excavation and backfill required, for furnishing, placing, maintaining, and removing all shoring, sheeting, or bracing, for required compaction, and for all other labor, materials, tools, equipment, and incidentals necessary to complete the Trench Safety System work, in conformance with the approved Trench Safety Plan.

2.05 **HOT MIX ASPHALTIC CONCRETE (HMAC) (ITEM 12) FURNISH AND INSTALL 2.5" HOT MIX ASPHALTIC CONCRETE (HMAC) TxDOT ITEM 341 6029: D-GR HMA TY-C SAC-A PG76-22**

- A. Measurement shall be made in the stated Tons (TON).
- B. Payment shall be made for asphalt, materials, applied 2.5" hot mix asphalt concrete at the existing grade elevations: adjustment of valve, meters, manhole covers, monuments brought to grade, potholes, dust control, joints to existing pavement, milling, compaction as per construction plans and specifications and for furnishing and installing all materials; labor, tools, equipment, and any incidentals necessary to complete the work. Pavement (HMAC) replacement shall be limited to the areas within the limits shown on the plans for the installation of the proposed improvements. Contractor is required to field verify the elevations of the new street to ensure that the proper slope is constructed. Any pavement replacement outside the limits shown on the plans necessitated by the terms of the requirements or any other reason shall be replaced by the contractor without compensation.

2.06 **PRIME COAT (ITEM 13) FURNISH AND PRIME COAT W/TxDOT ITEM 310 6006: PRIME COAT (CSS-1H)**

- A. Measurement shall be measured for payment by the gallon (GAL) of binder placed.
- B. Payment shall be made in full compensation for furnishing, hauling, and placing materials and for

equipment, tools, labor and incidentals.

2.07 **12" 2 SACK SOIL CEMENT BACKFILL (ITEM 14) FURNISH AND INSTALL 12"-2 SACK SOIL CEMENT BACKFILL TxDOT ITEM 401 6001**

- A. Measurement shall be made per Cubic Yards (C.Y.). Measurement will not include additional volume caused by slips, slides, or cave-ins resulting from the contractors operations.
- B. Payment shall be made in full compensation for furnishing, hauling, and placing materials and for equipment, tools, labor and incidentals.

2.08 **REINFORCED CONCRETE PIPE OF VARIOUS SIZES (ITEM 15 & 16: INSTALL AND FURNISH REINFORCED CONCRETE PIPE (CL III & CL V)**

- A. Measurement shall be measured for payment by the linear foot (LF) installed (complete in place) to the nearest whole unit.
- B. Payment shall be made at the stated unit price shown on the bid form and accordance with project specifications and shall include:

All equipment and labor required for the installation, construction and easement staking, construction facilities, submittals, coordination, quality control site preparation, excavation, hand excavation, testing, backfilling and successful passing of compaction test for utilities, protection and relocations of adjacent utilities and structures, concrete collars, removal and disposal of buried asbestos cement pipe, protection and/or holding of power and/or light poles, removal and disposal of existing storm water pipe, temporary water and sewer bypasses, providing uninterrupted mail access, all pipe bedding material, driveways and all other concrete, temporary cold mix patch where required, restoring natural drainage, protection, hanging of existing utilities, repairing and replacing broken or interfering utility mains damaged during construction, salvage operations, flushing and all other items of the project not indicated as being covered under the other specific bid items shown in the Proposal. Flowable backfill used for pipe installation shall be considered subsidiary to this item, no separate measurement and payment shall be made for flowable backfill used for pipe installation. Such payment shall be complete compensation for the complete performance of the work in accordance with the drawings and the provisions of these specifications for a functioning system.

2.09 **CASING INSTALLATION (ITEM 17) FURNISH AND INSTALL 36" CASING VIA BORE**

- A. Measurement shall be made per linear feet (L.F.).
- B. Payment for casing size and types as specified in the plans shall be full compensation for all equipment, materials, and labor, and tools necessary to complete the work as shown of the plans. Any and all materials, labor, equipment, and tools, not listed in the bid form as required by the nature of the installing the casing by boring methods shall be considered incidental to this item.

2.10 **FLOATABLE COLLECTION STRUCTURE (ITEM 18) FURNISH AND INSTALL FLOTABLE COLLECTION STRUCTURE**

- A. Measurement shall be made per each (E.A.).
- B. Payment for floatable collection structure and types as specified in the plans shall be full compensation for all equipment, materials, and labor, and tools necessary to complete the work as shown of the plans. Any and all materials, labor, equipment, and tools, not listed in the bid form as required by the nature of the installing the casing by boring methods shall be considered incidental to this item.

2.11 **CONCRETE COLLAR (ITEM 19) FURNISH AND INSTALL CLASS C CONCRETE COLLAR**

- A. Measurement shall be made per each (E.A.).
- B. Payment for concrete collar and types as specified in the plans shall be full compensation for all equipment, materials, and labor, and tools necessary to complete the work as shown of the plans. Any and all materials, labor, equipment, and tools, not listed in the bid form as required by the nature of the installing the casing by boring methods shall be considered incidental to this item.

2.12 **MANHOLES (ITEM 20) FURNISH AND INSTALL STORM SEWER MANHOLE 5' DIAMETER**

- A. Measurement shall be made per each (E.A.).
- B. Payment for manholes shall be measured for each type installed including but not limited to all forming if any, concrete, concrete placement, reinforcement, pipe penetrations, grout, sealant, frames, grates, coatings, rings and covers, excavation and backfill, vibrating, finishing, curing, and for all other materials, tools, equipment, labor and incidentals.

2.13 **WATER EXTRACTION (ITEM 21) WATER EXTRACTION**

- A. Measurement shall be made per lump sum (L.S.).
- B. Payment for water extraction all parts of the construction site and cutoff trenches shall be dewatered and kept free of standing water and muddy conditions as necessary for the proper execution of the work. Any and all materials, labor, equipment, and tools, not listed in the bid form as required by the nature of water extraction shall be considered incidental to this item.

2.14 **STRIPING OF SPECIFIED WIDTH (ITEM 22 THRU 26) REFLECTORIZED PAVEMENT MARKINGS
100 MIL**

- A. Measurement shall be made per linear foot (LF) or each (E.A.) as specified in bid form complete in place
- B. Payment shall be made at the stated unit price of all striping markings installed of the width and color specified to the limits shown on the plans, and in accordance with the project specifications. Payment includes surface preparation for markings, sealer pavement markings, and raised pavement markers as shown on plans, in accordance with project specifications. Payment shall also include all labor, tools, equipment and any incidentals necessary for completing the work in accordance to project plans and specifications.

2.15 **SWPPP CONTROL DEVICES (ITEM 27 & 28) FURNISH, INSTALL AND REMOVE CONSTRUCTION
EXITS AND BIODEGRADABLE EROSION LOGS**

- A. Measurement shall be made per linear foot (LF) or square yard (S.Y.) as specified in bid form complete in place.
- B. Payment shall include furnishing, installing and removing devices, dust control, and construction entrance/exits. Payment also shall include erosion control measures, haul roads, equipment and supply areas, removal of litter, repair to devices and devices damaged by contractor, add measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls, removal and reinstallation of devices and features needed for the convenience of the contractor, finish grading addressing upon removal of the device, minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, moving sandbags, repair of damages or

distress to adjacent properties, structures, utilities, caused by these operations, equipment, labor, all materials, tools, and incidentals.

2.16 (ITEM 29) COORDINATION WITH RAILROAD DEPARTMENT AND RAILROAD FLAGGERS

- A. Measurement shall be made per day (DAY).
- B. Payment shall include railroad flaggers and any additional staff required for regulations to be on site during construction within railroad right of way. Construction within the railroad right of way shall be expedited at the contractor's efforts. Payment also includes coordination with railroad staff, permits, fees, and incidentals.

2.17 (ITEM 30) VIDEOTAPING AND PHOTOGRAPHIC DOCUMENTATION OF THE PROJECT AREA BEFORE AND AFTER CONSTRUCTION.

- A. Payment shall include videotaping of project site. The price is 50% compensation paid once preconstruction video is received and approved and 50% compensation once post-construction video is received and approved. Contractor must provide high definition videos of job site conditions before and after construction to show conditions of, but not limited to, roadways, adjacent properties, easements structures, utilities, walls, rockwalls, chain-link fence, sidewalks, curb and gutter, power poles, light poles, bollards, landscaping, driveways, planters, and other existing improvements. Payment shall also include videotape of all stormwater lines prior to construction to verify location and conditions of all existing lines to be connected to the proposed stormwater system improvements.

2.18 (ITEM 31) ADDITIONAL WORK NOT INCLUDED IN BID ITEMS.

- A. Allowance in the amount of \$200,000 will be allocated for any unforeseen costs and work associated with the installation of any new items and/or the installation of any of the aforementioned items listed in the measurement and payment and as specified by engineer's construction plans. This allowance shall only be used with approval from Owner. Measurement and payment for this item shall not exceed \$200,000. Contractor shall be responsible for submitting cost breakdowns for additional work.

2.17 OTHER LUMP SUM ITEMS

- A. No separate measurement will be made of any materials, equipment, supplies, testing, labor, earthworks or any other individual work item associated with the work for any individual lump sum item noted in the Proposal.
- B. Lump sum items shall be paid for at the lump sum price bid for each individual work item as noted in the Proposal.

END OF SECTION