

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

**ADDENDUM 4
FOR**

**CONSTRUCTION MANAGER-AT- RISK CONTRACT SERVICES FOR ADVANCED
WATER PURIFICATION FACILITY**

BID NO.: 88-22

July 28, 2022

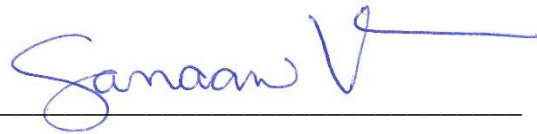
In accordance with the Instruction to Bidders of the Contract Documents, the following revision to the Request for Proposals shall become part of the Contract Documents and the Bidders shall acknowledge receipt thereof on their Proposal.

EL PASO WATER UTILITIES



Rosa M Guevara
Purchasing Manager*
July 28, 2022

CAROLLO ENGINEERS, INC.



Sanaan Villalobos, P.E.
Project Manager
July 28, 2022

*The Purchasing Manager's signature certifies only that the document shall become part of the Contract Documents for the referenced project. Her 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.

REQUEST FOR PROPOSALS

AD-1. RFP Cover Letter

- A. DELETE the first sentence of the third paragraph in the letter that reads ~~“The due date for Proposals is August 19, 2022 at 3:00 PM local time.”~~ And REPLACE with “The due date for Proposals is September 2, 2022 at 3:00 PM local time.”
- B. DELETE the first sentence of the fifth paragraph in the letter that reads ~~“Proposals received by August 19 at 3:00 PM local time will be publicly opened at 3:15 PM.”~~ And REPLACE with “Proposals received by September 2 at 3:00 PM local time will be publicly opened at 3:15 PM.”

AD-2. Request for Proposals

- A. DELETE the schedule shown on page 7 of the RFP and REPLACE with the following schedule:

Schedule Milestone Activity	Date
Issue the Request for Proposal	7/8/2022
Pre-proposal meeting and site visit	7/19/2022
Deadline for questions	7/26/2022
EPW publishes clarifications	7/29/2022
Deadline for submission of proposals	9/2/2022
Optional interviews with shortlisted firms	10/7/2022
Negotiations with Highest Ranked Proposer	10/14/2022
CMAR firms notified of rankings	10/21/2022
PSB Board considerations for approval	11/9/2022
Notice to Proceed	12/7/2022
Preconstruction Phase	December 2022 thru September 2023
Early Work Package	February 2023
GMP Proposal Submission	October 2023
Negotiation of GMP	November 2023
Construction Notice to Proceed	January 2024
Construction Substantial Completion	September 2026
Construction Final Completion	March 2027

- B. DELETE the second sentence of the first paragraph under 5. Proposal Submission Requirements that reads ~~“Proposals for the AWPF Project will be received by the Owner at 3:00 p.m. local time on August 19, 2022.”~~ and

REPLACE with "Proposals for the AWPf Project will be received by the Owner at 3:00 p.m. local time on September 2, 2022."

ANSWERS TO QUESTIONS

Q – Please confirm the Commercial Manager role is the person responsible for managing the commercial building scope of work.

A – The Commercial Manager role is the person responsible for managing the CMAR contract.

Q – Article 7.02 of the Construction Contract references Exhibit 9.01, would the City please provide the referenced exhibit?

A – This Exhibit is not yet available. This is the GMP proposal from the CMAR which will become Exhibit 9.1 of the construction agreement.

Q – Will the City please provide sample payment and performance bonds for our surety to review?

A – See attached.

Q – Will the City please provide insurance requirement for review?

A – See attached.

Q – Specification Section 43 41 46 FIBERGLASS REINFORCED PLASTIC ABOVEGROUND STORAGE TANKS, Part 2.01 Section A - Comment; Perry Fiberglass Products, Inc. is an established manufacturer of Fiberglass Reinforced Tanks. Perry meets the specification. Can Perry Fiberglass Products, Inc. be added as a named supplier?

A – The design documents provided as part of this RFP are not final. Design is still in progress. Final design documents will be provided to the selected CMAR once design has been completed.

Q – In an effort to provide El Paso Water with the most competitive and innovative response to this RFP, we respectfully request a 2-week extension to the proposal due date. Is this extension able to be accommodated?

A – The proposal due date has been extended by 2 weeks. See items AD-1 and AD-2 of this addendum.

END OF ADDENDUM 4

ATTACHMENTS:

- Exhibit 7.1.1 – Form of Security Bond
- Exhibit 7.1.2(a) – Form of Performance Bond
- Exhibit 7.1.2(b) – Form of Payment Bond
- Exhibit 7.2 – Insurance Requirements

EXHIBIT 7.1.1
FORM OF SECURITY BOND

BOND NO. _____
BOND AMOUNT: \$1,000,000.00

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal (“Contractor”), and _____, a corporation duly organized and existing under the laws of the State of _____, with its principal place office in _____, and authorized under the laws of the State of Texas to act as surety on bonds for principals (“Surety”), do hereby acknowledge ourselves to be held and firmly bound to El Paso Water Utilities – Public Service Board, a component of the City of El Paso, Texas (“Owner”), in the penal sum of One Million Dollars (\$1,000,000.00) for the payment of which sum, well and truly to be made to Owner, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has entered into a Preconstruction Services Agreement (“Agreement”), for certain services related to a construction project known as the “Roberto R. Bustamante Wastewater Treatment Plant Digesters 1,2,& 3 Rehabilitation” project (“Project”), which Agreement is hereby referred to and made a part hereof as fully and completely as if set out in full herein, and initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement; and

WHEREAS, under the Agreement Contractor is to provide Services, including furnishing Owner with a GMP Proposal that, if ultimately accepted by Owner, will result in Owner and Contractor entering into a construction contract for the Project (“Construction Contract”), provided, however, that as a condition to entering into the Construction Contract, Contractor will be required to furnish to Owner executed Performance and Payment Bonds in a penal sum equal to the Guaranteed Maximum Price (“GMP”) set forth in the Construction Contract; and

WHEREAS, one of the conditions of the Agreement is that Contractor provide this duly executed instrument (“Security Bond”).

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if: (a) Owner and Contractor agree to enter into the Construction Contract; and (b) the Surety and Contractor deliver to Owner executed Performance and Payment Bonds prior to the execution of the Construction Contract in accordance with the Agreement, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor and/or Surety fail to deliver executed Performance and Payment Bonds as required by the Agreement, then Surety shall be liable to Owner for all damages, losses, expenses and liabilities to the same extent that Contractor would be liable to Owner under the Agreement.

It is further expressly agreed by Surety that Owner or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Services to be done under the Agreement, and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post

EXHIBIT 7.1.1 FORM OF SECURITY BOND (cont.)

office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Agreement, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Any provision in this Bond which conflicts with applicable Laws and Regulations shall be deemed modified to conform to applicable Laws and Regulations.

[Note: Use in case of multiple sureties (“Co-Sureties”) or, otherwise, delete; If Co-Sureties are used, modify the preceding language accordingly to reflect this] The Co-Sureties agree to empower and designate a single “Lead Surety” with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Owner will have no obligation to deal with multiple sureties hereunder. All correspondence from Owner to the Co-Sureties and all claims under this Bond shall be sent to the Lead Surety and shall be deemed served upon all Co-sureties. The Lead Surety may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Owner designating a new Lead Surety, signed by all of the Co-Sureties.

IN WITNESS THEREOF, Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____ 20____.

Correspondence or claims relating to this Bond should be sent to the Lead Surety at the following address:

[Note: If Co-Sureties are used, then add appropriate number of lines to signature block.]

(Contractor’s name, title, and signature)

Surety

TEXAS STATUTORY PERFORMANCE BOND
(Penalty of this Bond must be 100% of Contract Amount)
Public Work – State of Texas

BOND NUMBER _____

8/27/08

PAYMENT BOND
Public Work – State of Texas

BOND NUMBER _____

That _____ of the City
of _____, County of _____ and State of _____
(hereinafter called the Principal), and _____, authorized under
the laws of the State of Texas to act as Surety on bonds for Principals (hereinafter called the Surety) are
held firmly bound unto El Paso Water Utilities / Public Service Board, hereinafter called the Owner), in the
penal sum of _____ Dollars
(\$_____) for the payment whereof, the said Principal and Surety bind themselves and their
heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

BY: _____
Principal

BY: _____ Surety

EXHIBIT 7.2 INSURANCE REQUIREMENTS

The insurance requirements set forth herein are only intended to relate to Contractor's involvement in the Preconstruction Agreement. Contractor is on notice that additional insurance requirements will be included in the Construction Contract, including but not limited to Builder's Risk Insurance and Contractor's Pollution Liability Insurance.

1. Contractor's Insurance. Contractor shall obtain and maintain the following insurance and limits of liability at all times during the period on which this Agreement is in full force and effect. The required insurance must be obtained and maintained from insurance companies that have at least an A.M. Best's Insurance Guide ("Best's Guide") Rating of A- and Financial Size Category of Class VII or better, according to the most current edition of the Best's Guide, and are an eligible, admitted and duly licensed insurer authorized to do business in the state of Texas. Contractor, at its own cost, may purchase any additional insurance it believes necessary to protect its interests. Owner and all Owner Indemnitees shall be included on a primary, non-contributory basis for such coverages.

(a) Workers' Compensation and Employer's Liability Insurance. Contractor shall obtain and maintain Workers' Compensation insurance to cover the statutory limits of the Workers' Compensation laws in all locations where the Work is to be performed and Employer's Liability coverage with limits of \$1,000,000, which shall cover all of Contractor's employees engaged in the Work.

(b) Commercial General Liability Insurance. Contractor shall obtain and maintain Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Such insurance shall include coverage for Products-Completed Operations, Broad Form Contractual Liability, Broad Form Property Damage and Personal Injury Liability, Premises/Operations, Explosion, Independent Contractor Liability, and Collapse and Underground Hazards Coverage and Hostile Fire Liability.

(c) Automobile Liability Insurance. Contractor shall obtain and maintain Automobile Liability insurance providing liability coverage for claims of bodily injury and property damage arising from the ownership, maintenance or use of all owned/leased, non-owned and hired motor vehicles used in the performance of the Work. Such policy shall provide coverage of \$1,000,000 combined single limit of liability for bodily injury and property damage. Coverage shall include pollution liability arising from overturn and collision.

(d) Umbrella/Excess Liability Insurance. Contractor shall obtain and maintain Umbrella/Excess Liability insurance in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$5 million per occurrence and in the aggregate.

2. Delivery to Owner. Contractor shall deliver to Owner, with copies to each additional insured, the following:

(a) Certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required hereunder, with the understanding that updated, compliant certificates of insurance and endorsements shall be delivered annually, at least ten (10) days prior to the expiration of any policy, to evidence renewal of the required insurance coverages.

EXHIBIT 7.2 INSURANCE REQUIREMENTS (cont)

(b) Upon request by Owner or any additional insured, other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Contractor. In any documentation furnished under this provision, Contractor may block out (redact) any confidential premium or pricing information or other information not applicable to this Agreement or Project.

Failure of Owner or additional insured to demand the documents required by this Section 2, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the obligation of Contractor to obtain and maintain such insurance.

3. No Limitation on Contractor's Liability. The insurance and insurance limits required under this Agreement are minimums and shall not be deemed as a limitation on Contractor's liability.

4. Deductibles. Contractor shall be solely responsible for any and all deductibles or self-insured retentions that shall apply under any required, or otherwise purchased, insurances and shall have no recourse against Owner for any such costs, provided, however, that Contractor shall be entitled to draw upon the Contingency for deductibles, not to exceed \$25,000 per occurrence.

5. General Conditions of Insurance. All policies of insurance that Contractor is required to purchase and maintain under this Agreement shall:

(a) Contain a provision requiring the insurer to give not less than thirty (30) days' prior notice to Owner whenever the insurer gives Contractor a notice of cancellation or non-renewal with respect to the policy (except in the case of any non-premium payment, not less than ten (10) days' prior notice, which the insurer shall be obligated to give to Owner simultaneously with providing such notice to Contractor). The provision required by the preceding sentence shall not be deemed to infer a right of cancellation that would otherwise not exist in the absence of such provision.

(b) Contain coverage terms and conditions that reflect the industry standard for projects of a similar size, scope, and nature of this Project that the commercial market will provide and support as of the date of such insurance procurement and any subsequent renewals.

(c) Be endorsed so that the insurer agrees to waive, to the extent permitted by law, all rights of subrogation or action that it may have or acquire against Owner and all Owner Indemnitees.

(d) Except for workers' compensation/employer's liability insurance, must include and list as additional insureds Owner and all Owner Indemnitees.

(e) Except for workers' compensation/employer's liability insurance, must include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds.