

**ADDENDUM NO. 01**

**CITY OF EDINBURG BID No. 2020-53**

Date of Addendum: June 18, 2020

PROJECT NAME: Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir

BID NO.: 2020-53

DANNENBAUM PROJECT NO: 4658-02

BID DATE: June 29, 2020

IS HEREBY CHANGED TO: There is no change to Bid Date

**FROM:** Richard D. Seitz, P.E.  
Dannenbaum Engineering Company – McAllen, LLC  
1109 Nolana Loop, Suite 208  
McAllen, Texas 78504

**TO: PROSPECTIVE BIDDERS**

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

This Addendum uses the change page method: remove and replace, delete, or add pages, or Drawing sheets, as directed in the change instructions below. Change bars ( I ) are provided in margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number in the revision block and changes in the Drawing are noted by a revision mark and enclosed in a revision cloud.

**CHANGES TO PROJECT MANUAL**

**Remove and Replace:**

Specification Documents:

00001 (Change in Page Format Only)

00005 (Bid Number added to Header)

00005 (Page 1 of 2: "Bids will be received until **3:00 p.m. Central Time**, on **Monday, June 29, 2020**" not **March 02, 2020**")

00010 (Page 1 of 14: BID # changed from 2020-52 to **2020-53**)

00010 (Pages 2 thru 14 of 14: Bid # changed from 2020-52 to 2020-53 in header of each page)

00010 (Page 12 & 13 of 14: BID NO. 2020-52 changed to **2020-53**)

00020 (Page 3 of 4, Paragraph 8.00.B "No questions will be accepted after 5:00 PM, **June 26, 2020** not February 28, 2020.")

00020 (Page 3 of 4, Paragraph 10.00.A "One (1) pre-bid conference will be conducted by the Owner on **June 22, 2020 at 3:00 P.M.** not February 24 at 3:00 P.M.

00300 (Page 1 of 2: "Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to **June 22, 2020** not June 23, 2020, so that they may receive any addendums to the specifications should the need arise.

00310 (Page 1 of 2: "Project No. changed for 2020-52 to **2020-53**".

00411 (Pages 1 thru 4 of 4: Footer changed from "SCHEDULE OF UNIT PRICE" to "**BID BOND**".

00420 (Pages 8 thru 12 of 12: Bid No. in "Header" changed from 2020-52 to **2020-53**.

00425 (Pages 1 thru 4 of 4: Bid No. in "Header" changed from 2020-52 to **2020-53**.

**Remove and Replace:**

Specification Documents: (CONTINUED)

00900 Page 1 of 2: "PROJECT NO: 2020-52 changed to **2020-53**.

01450 (Pages 1 thru 2 of 2: Bid No. in "Header" changed from 2020-52 to **2020-53**.

02921 (Pages 1 thru 4 of 4: Bid No. in "Header" changed from 2020-52 to **2020-53**.

03350 (Pages 1 thru 6 of 6: Bid No. in "Header" changed from 2020-52 to **2020-53**.

15110 (Page 1 of 6, Paragraph 1.03.E revised to add **Whipps, Inc.**)

**Delete:**

NONE

**Add:**

NONE

**CHANGES TO DRAWING(S)**

**Remove and Replace**

Drawing Page 1: (PROJECT NUMBER revised from 2020-18 to **2020-53**.)

**Delete:**

NONE

**Add:**

NONE

**END OF DOCUMENT**

Document 00001

**TITLE SHEET**

PROJECT MANUAL  
FOR  
CITY OF EDINBURG

**RAW WATER SUPPLY AND DISTRIBUTION  
ADDITIONS TO EDINBURG WEST WTP RESERVOIR**

EDINBURG, TEXAS

BID NO. 2020-53

**CITY ENGINEER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

END OF DOCUMENT

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Document 00005

## INVITATION TO BID

### **BID 2020-1853 RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESEVOIR TWDB DWSRD PROJECT #2020-18**

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Scope of Work includes, but is not limited to, replacement of eleven sluice gates and appurtenances from gatewells and stand pipes within the Edinburg West Water Treatment Plant reservoir (reservoir); installation of two (2) 48-inch RCLHPP raw water pipeline extensions with reinforced concrete headwalls and Duck Bill Check Valves to interior of reservoir; construction of reinforced concrete gatewell with sluice gate, railing, grating, and stair connecting two (2) existing 36-inch RCP and one 48-inch RCP to be installed from the gatewell to the interior of the reservoir.

Bids shall be addressed to: **CITY OF EDINBURG, C/O CITY SECRETARY, 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TX. 78540.**

Bids will be received until **3:00 p.m. Central Time**, on **Monday, ~~March 02~~ June 29, 2020**, shortly thereafter all submitted bids will be gathered and taken to the Department of Public Works Conference Room, 2<sup>ND</sup> Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

Bids sent via facsimile **shall not** be accepted. **Bids shall be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of bid envelop with corresponding bid number and title.**

The City of Edinburg reserves the right to refuse and reject any or all bids and to value any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60 days** without taking action.

Any contract or contracts awarded under the invitation for Bids are expected to be funded in part by a loan from the Texas Water Development Board. Neither the State of Texas nor any of its dependents, agencies, or employees are or will be a party to this invitation to Bid or any resulting contract.

Any contract(s) awarded under this Invitation for Bid is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and Davis Bacon ACT (DOL Regulation 29 CFR Part 5).

This contract is contingent upon release of funds from the Texas Water Development Board.

Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

The Texas Water Development Board's (TWDB) Clean Water and Drinking Water State Revolving Fund programs receive federal funds from the U.S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that loan recipients make a **"good faith effort"** to award a fair share of work to Disadvantaged Business Enterprises (DBE's) who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring construction, supplies, service and equipment. More information on DBE requirements is available in the Supplemental Contract Conditions section of this guidance No. 14. Disadvantage Business Enterprises.

The current fair share goals for the State of Texas are as follows:

CATEGORY	MBE	WBE
CONSTRUCITON	19.44%	9.17%
EQUIPMENT	16.28%	11.45%
SERVICW	20.41%	13.66%
SUPPLIES	25.34%	8.82%

The bidder shall furnish a bid guarantee equivalent to five percent of the bid price and if awarded a construction contract, the bidder must furnish performance and payment bonds.

**Bidders are advised that the bidding documents can be downloaded from the City of Edinburg web page address: [www.cityofedinburg.com](http://www.cityofedinburg.com), or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com)**

**END OF DOCUMENT**



Document 00010

## REQUEST FOR BIDS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 7:30 a.m. to 5:30 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, June 29, 2020**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1<sup>st</sup> Floor, to be publicly opened and read aloud.

Due to the COVID-19 crisis the City will follow CDC guidelines and will limit the number of people attending the bid opening in person. However, you can view the bid opening live by clicking on the following link:

<https://meet.google.com/vne-kqji-rxy>.

This link can be accessed by downloading the Google Hangout App or logging in by use of a computer.

Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

### **BID #2020-5253**

#### **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR**

This project is being funded in whole or in part by the Texas Water Development Board's (TWDB) Clean Water and Drinking Water State Revolving Fund Program. All federal Clean Water and Drinking Water State Revolving Funds requirements will apply to the contract. Bidders on the work will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidder must comply with the Title VI of the Civil Rights Act of 1964, Section 504, Minority and Women Owned Business Enterprise standards, affirmative action requirements, the Davis-Bacon and Related Acts, the Copeland "Anti-Kickback" Act, the Contract and Work Hours and Safety Standards Act, Federal Labor Standards Provisions HUD-4010, and all contract provisions listed in 24 CFR Part 85.36(i). **Bidder shall be responsible for downloading the Fair Standard Provisions from the City's website at:**

[http://cityofedinburg.com/departments/finance/open\\_bid\\_notices.php](http://cityofedinburg.com/departments/finance/open_bid_notices.php)

Bidders must also make a positive efforts to use small and minority-owned businesses. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. **The Department of Labor wage decision, TX190003, release date, 01/04/2019 is applicable to this project.**

Prospective contractors/ subcontractors shall be registered in the SAM System for Award Management database prior to award of a contract or agreement. Registration can be completed at [www.sam.gov](http://www.sam.gov). All contractors and/or subcontractors who are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

**"The City of Edinburg is an Equal Employment Opportunity Employer"**

**If you have any questions or require additional information regarding this bid, you may contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or via e- to the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com).**

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.**



## CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

### **DEVIATION FROM SPECIFICATION**

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

### **PURPOSE**

1. The purpose of these specifications/requirements and bidding documents is for the **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR** for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

### **SUBMITTAL OF BID**

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

**If Hand-delivering Bids:** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor)  
**If using Land Courier (i.e., FedEx, UPS):** 415 West University Drive, c/o City Secretary Department (1<sup>st</sup> Floor), Edinburg, Texas 78541  
**If Mailing Bids:** P.O. Box 1079, Edinburg, TX 78540-1079

### **PREPARATION OF BID**

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

### **ALTERATIONS/AMENDMENTS TO BID**

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **SALES TAX**

State sales tax must not be included in the bid.

### **SUBSTITUTIONS**

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

### **NO BID RESPONSE**

If unable to submit a bid, bidder should return inquiry giving reasons.

### **EXCEPTIONS**

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

### **BRAND OR MANUFACTURER REFERENCE**

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

### **DELIVERY**

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

### **DELAY IN SERVICE DELIVERY**

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

### **SERVICE DELIVERED PRICING**

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

### **VALID BID TIME FRAME**

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

### **RIGHT TO REJECT/AWARD**

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

## INSTRUCTIONS TO BIDDERS (Continued):

### **MULTIPLE VENDOR CONTRACTS**

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof. The City reserves the right to award each item separately or individually, award to one or multiple vendors, and accept the proposal deemed most advantageous to the City.

### **INDEMNIFICATION CLAUSE**

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

### **ADDENDA**

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent at 956-388-1895 and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at [www.cityofedinburg.com](http://www.cityofedinburg.com).

### **PAYMENT**

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

### **SYNONYM**

Where in this bid package ITEMS OR SERVICES is used its meaning shall refer to the RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR as specified.

### **ASSIGNMENT**

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

### **INTERPRETATIONS**

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via

## **INSTRUCTIONS TO BIDDERS (Continued):**

Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

### **STATUTORY REQUIREMENTS**

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

### **BIDDER'S EMPLOYEES**

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

### **RIGHT TO WAIVE**

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

### **COOPERATIVE PRICING**

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

### **TIME ALLOWED FOR ACTION TAKEN**

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

### **PREPARATION OF BID**

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

### **CONFIDENTIAL INFORMATION**

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

### **VERBAL THREATS**

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

## **INSTRUCTIONS TO BIDDERS (Continued):**

### **MATHEMATICAL ERRORS**

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

### **AUDIT**

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

### **PAST PERFORMANCE**

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

### **JURISDICTION**

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

### **VENUE**

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

**IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.**

### **CONFLICT OF INTEREST**

#### **CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only

## **INSTRUCTIONS TO BIDDERS (Continued):**

to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf).

### **HB 89**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

### **AWARD**

For purposes of this project, award will be contingent on approval of budget.

### **CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS**

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

### **SPECIAL CIRCUMSTANCES**

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

### **TERMINATION OF CONTRACT**

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

### **STANDARD INSURANCE REQUIREMENTS**

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

### **QUESTIONS AND CLARIFICATIONS**

Questions and clarifications that change or substantially clarify the Invitation to Bid will be affirmed in writing and copies will be provided to all firms on record responding to BID. **Any inquiries to this BID must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at the following e-mail address: [lfuentes@cityofedinburg.com](mailto:lfuentes@cityofedinburg.com) no later than February 24, 2020 at 3:00 p.m.**



## INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.
- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.
- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

## INSTRUCTIONS TO BIDDERS (Continued):

City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

### **BID BOND REQUIREMENTS – CONSTRUCTION PROJECTS ONLY**

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

Bidders are expressly advised to review the contract documents fully and insurance requirements of the proposed contract as to their legal requirements and the causes which may lead to the disqualification of a bidder and/or rejection of a bid proposal. No bid may be withdrawn within a period of sixty (60) days after the date fixed for opening the bids. Unless all bids are rejected, the Owner will give Notice of Award of Contract to the successful bidder as soon as possible consistent with the time for a thorough analysis of bids submitted. Bidders are expected to inspect the site of work and to inform themselves regarding all local conditions which may affect their bid.



## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of  
\_\_\_\_\_, (Company or Business name) (hereafter  
referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company  
named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List  
located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE:

\_\_\_\_\_  
TYPE/PRINT NAME AND TITLE:

\_\_\_\_\_  
DATE:

**CITY OF EDINBURG**  
**REQUEST FOR BIDS FOR RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO**  
**EDINBURG WEST WTP RESERVOIR**

**BID NO. 2020-~~5253~~**

**BID OPENING DATE: June 29, 2020 at 3:00 p.m.**

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR**. You are invited to submit a sealed bid for **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR**.

1. Replacement of eleven sluice gates and appurtenances from gate wells and stand pipes within the Edinburg West Water Treatment Plant reservoir (reservoir);
2. Installation of two (2) 48-inch RCLHPP raw water pipeline extension, reinforced concrete headwalls, and Duck Bill check Valves to interior of reservoir;
3. Construction of reinforced concrete gate well with sluice gate, railing, grating, and stair connecting two (2) existing 36-inch RCP and one (1) 48-inch RCP to be installed from the gate well to the interior of the reservoir.
4. Contractor shall provide all labor, materials and equipment necessary to complete job.
5. Contract shall be responsible for the cleaning and disposal of all debris from job site on a daily basis at a designated dumpsite at Contractor's expense.
6. Contractor shall be held liable for any damages during the course of construction.
7. All areas which fail to meet specification are required to be placed in compliance at no additional cost to the City of Edinburg.
8. Any required prep work shall be included in this bid.
9. Work must be completed within 150 calendar days.
10. A minimum of one (1) year warranty on labor and materials must be provided in writing.
11. Interested parties may schedule a site visit of the project. Please call Mr. Javier Valdez, 956-388-8220 no later than 06/25/2020.

**CITY OF EDINBURG  
BID FORM FOR  
RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP  
RESERVOIR**

**BID NO. 2020-5253**

**BID OPENING DATE: June 29, 2020 at 3:00 p.m.**

I/We submit the following bid in **ORIGINAL FORM** for **RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR** according to City of Edinburg requirements, less tax:

**NOTE:** In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

**CHECK ONE**

☐ **BUYBOARD**   ☐ **H-GAC**   ☐ **TXMAS**   ☐ **DEALER/LOCAL**  
☐ **TX DIR**   ☐ **TFC**   ☐ **OTHER** \_\_\_\_\_

**Specify**

CONTRACT NUMBER: \_\_\_\_\_ COMMODITY NUMBER: \_\_\_\_\_  
(If applicable) (If applicable)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
1	REM. & DISPOSE OF EXIST. SLUICE GATES & APPUR.	11	EA		
2	PIPE PLUGS AND APPURTENANCES	1	LS		
3	EPOXY GROUT	1	LS		
4	SLUCE GATES (NEW)(STAINLESS STL)	12	EA		
5	MISCELLANEOUS - CONCRETE / REBAR / EPOXY	1	LS		
6	MISC. EQUIP. (EXCAVATOR / LOADER / GENERATOR)	1	LS		
7	MISC. EQUIP. (SERVICE AND REPAIR)	1	LS		
8	PUMP RENTAL & MAINTENANCE (4 PUMPS)	150	DAYS		
9	PUMP FUEL (4 PUMPS)	37,500	GALS		
10	SUBCONTRACTOR (DIVERS)	4	TRIPS		
11	NEW GATEWELL (REINF. CONC.) - Conn. Cell 5 to 2 Ex 36" RCP	1	EA		
12	ALUMINUM STAIR UNITS / LANDINGS / SUPPORT	1	EA		
13	ALUMINUM HANDRAIL	90	LF		
14	STAINLESS STEEL GRATING	128	SF		
15	REMOVE & DESPOSE OF EXISTING 36" DIA. (RCP)	16	LF		
16	NEW 48" RCP (From Cell 5 to 2~36" Exist RCP)	135	LF		
17	NEW 48" DIAMETER PIPE (RCLHPP)	121	LF		
18	NEW 48" DIAMETER BEND (RCLHPP)(45 DEG)	1	EA		

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (in figures)	UNIT TOTAL (in figures)
19	NEW 48' DUCK BILL FLAP GATE	2	EA		
20	EXCAVATION (DIKE)	1,831	CY		
21	BACKFILL (DIKE)	1,326	CY		
22	TRENCH EXCAVATION PROTECTION	256	LF		
23	REMOVE EXISTING CONCRETE LINER (4-IN)	368	SY		
24	CONSTRUCT NEW CONCRETE LINER (4-IN)	368	SY		
25	45 DEG. FLARED WINGWALL (REINF. CONC.)	2	EA		
26	HYDROMULCH SEEDING	8,960	SF		
27	TEMPORARY DIKE	3	LS		
28	CEMENT STABILIZED SAND	43	CY		
29	GRAVEL CONSTRUCTION ENTRANCE	2	EA		
<b>TOTAL CONSTRUCTION COST</b>					
30	MOBILIZATION (Maximum 10% of Total Construction Cost)	1	LS		
<b>BIDDER'S TOTAL BID PRICE</b>					
<b>In case of DISCREPANCIES, Unit Price RULES OVER Unit Total and Total Amounts.</b>					

Note: The City reserves the right to consider each group as a separate bid and award any or all, whichever may be more advantageous to the City. The City reserves the right to increase or decrease the quantities depending on availability of funds.

***All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.***

Does the Company have an office located in Edinburg, Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Has the Company ever conducted business with the City of Edinburg? Yes \_\_\_\_\_ No \_\_\_\_\_

Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Document 00020

## NOTICE TO BIDDERS

**Owner:** City of Edinburg

415 W. University Drive

Edinburg, Texas 78539

Phone: (956) 388-8211

Fax: (956) 383-7111

**Engineer:** Dannenbaum Engineering  
Company-McAllen, LLC

1109 W. Nolana Avenue, Suite  
208

McAllen, Texas 78504

Phone: 956-682-3677

Fax: 956-686-1822

### 1.00 INVITATION

- A. Bidders are invited to submit an offer for performance of a Contract to the City of Edinburg located at the above address, for the following construction Project:

Project: Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir  
Located: Location

- B. Work of the Project consists of replacing eleven sluice gates and appurtenances from gate wells and stand pipes within the Edinburg West WTP reservoir, installation of two 48-inch RCLHHP raw water pipe line extensions with reinforced concrete headwalls and Duck Bill Check Vales to interior of reservoir, construction of reinforced concrete gate well with sluice gate, railing, grating, and stair connecting two existing 36-inch RCP and one 48-inch RCP to the installed gate well to the interior of the reservoir.
- C. The Contract Documents are identified Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir as listed in the Project Manual, issued by the City of Edinburg/Dannenbaum Engineering Company - McAllen, LLC.
- D. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- E. When requested, the successful Bidder shall present satisfactory evidence that Bidder has regularly engaged in furnishing products and performing construction work as proposed, and has the capital, labor, equipment, and material to execute the Work required by Contract Documents.

### 2.00 BID SUBMISSION

- A. Bids signed by an officer of the company and dated will be received at the City Secretary's Office, at 415 W. University Drive, Edinburg, TX 78539 until 3:00 P.M. local time, on June 29, 2020.
- B. Bids submitted after the above time will be returned to the Bidder unopened.
- C. Bids shall be submitted in United States Currency and the English language on the Bid Forms and Supplements to Bid Forms provided with this Project Manual.
- D. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.

- E. Bids will be opened and publicly read in the City of Edinburg City Hall Community Room at 415 W. University Drive, Edinburg, TX 78539 on the same date bids are received.
- F. Bids will be irrevocable for **60 days** from the bid date. Bidder may withdraw after **60 days** without penalty if no mutual agreement can be reached.

### **3.00 MODIFICATION OR WITHDRAWAL**

- A. Bids submitted early may be modified or withdrawn by notice to the City of Edinburg at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder and shall be so worded as not to reveal the amount of the original Bid.
- B. Oral, telephonic, facsimile, or telegraphic modification of Bids will not receive consideration.
- C. Withdrawn Bids may be resubmitted up to the time designated for receipt of Bids.

### **4.00 CONTRACT TIME**

- A. The Work shall be performed within the date established in the Notice to Proceed.
- B. Contractor shall pay liquidated damages in the amounts stated in Document 00500 - Agreement for failure to complete the Work within the Contract Time.
- C. The work is to be performed only during weekdays 8:00 AM to 5:00 PM (Monday to Friday). City recognized holidays are recommended to be avoided. Work performed during weekends (Saturday-Sunday) and holidays will incur a Contractor payment of **\$50** per hour to Owner for onsite inspection.

### **5.00 SECURITY DEPOSIT REQUIREMENTS**

- A. Bids shall be accompanied by a security deposit as stated in Document 00100 - Instructions to Bidders.

### **6.00 EXAMINATION**

- A. Bid Documents are on display on the City of Edinburg website, may be examined at the location below or purchased from the Engineer of Record:

**City of Edinburg  
Engineering Department – 2<sup>nd</sup> Floor  
415 W. University Drive  
Edinburg, Texas 78539**

### **7.00 AVAILABILITY**

- A. Bid Documents may be purchased from the Engineering Department, Engineer of Record or are available for printing at  
[http://cityofedinburg.com/departments/finance/open\\_bid\\_notices.php](http://cityofedinburg.com/departments/finance/open_bid_notices.php).
- B. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

- C. Bid Documents may be purchased by bidders upon receipt of a cashier's check, certified check, money order, company check, or personal check in the amount established by the City of Edinburg or Engineer of Record. The cost includes the Project Manual w/ Specifications and one full sized set of Drawings. They can also be downloaded at no cost, as specified on 7(A).
- D. **The cost for the bid documents will not be refunded.**
- E. Bid Documents are made available only for the purpose of obtaining offers for this Project. Purchase of Bid Documents does not grant a license for other purposes.
- F. On receipt of Bid Documents, verify that documents are legible and complete. Compare contents of Project Manual with Table of Contents; see that all drawings listed in the List of Drawings are included. Notify City of Edinburg should the documents be incomplete as issued.

## 8.00 QUESTIONS AND INTERPRETATIONS

- A. Bidder is required to study Bid Documents, the site, and conditions affecting the Work, and submit written questions on interpretation of those documents and conditions, or other factors affecting the Work, to the City of Edinburg.
- B. Written questions may be submitted by facsimile or email, addressed to the Engineer. No questions will be accepted after 5:00 PM, ~~February 28~~ June 26, 2020. All facsimile communications shall be confirmed by mailing the original correspondence to the City of Edinburg Purchasing Department, if applicable.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

## 9.00 ACCEPTANCE/REJECTION OF BIDS

- A. The Owner reserves the right to reject or accept any bids as stated in Document 00100 - Instructions to Bidders.

## 10.00 PRE-BID CONFERENCE

- A. One (1) pre-bid conference will be conducted by the Owner on ~~February 24~~ June 22, 2020 at 3:00 P.M. The pre-bid conference shall be conducted at the City of Edinburg Engineering Conference Room: located at 415 W. University Drive Edinburg, Texas 78539.
- B. **Attendance by prospective Bidders is highly recommended.** Sub-contractors, suppliers, and equipment suppliers may attend.
- C. Recognizing that free and open communication will benefit all participants, the Owner does not intend to limit or curtail the exchange of information between the Engineer and the prospective Bidders. However, the pre-bid conference is conducted primarily for the benefit of prospective Bidders. As such, a specific procedure will be followed during the conference:
  - a. All attendees will sign-in, indicating their role with the project: contractor, supplier, manufacturer, etc.
  - b. Seating priority will be given to Prospective Bidders. Sub-contractors, suppliers, and manufacturer's representatives shall remain behind the contractor area.

- 
- c. The Owner will make introductions of his staff and consultants.
  - d. The Owner and consultants will give a brief description of the project.
  - e. Only Contracting firms (Prospective Bidders) are permitted to ask questions. Sub-contractors suppliers, and manufacturer's shall deliver their questions to the Contractor they are working with for presentation.
  - f. Questions and answers will be recorded and developed into Meeting Minutes. Meeting Minutes will be distributed to meeting attendees. The Owner reserves the right to use electronic recording, or some other method to record the meeting.
- D. The meeting will be conducted in English. Translators will not be provided.
- E. If necessary, written clarifications or instructions will be issued in the form of an Addendum. Refer to Section 00100 – Instructions to Bidders for specific information concerning Addendums.

**END OF DOCUMENT**



Document 00300

## CONTRACTOR NOTICE OF INTENT TO RESPOND

Firms interested in submitting a bid on the project as outlined in the specifications, should indicate their intention by signing, dating and returning the form to the address below prior to June 2322, 2020, so that they may receive any addendums to the specifications should the need arise.

**Owner:** City of Edinburg  
Attn: Finance Department  
415 W. University Drive  
Edinburg, Texas 78539

**Engineer:** Dannenbaum Engineering Co.-McAllen LLC  
Attn: Richard D. Seitz, P.E.  
1109 W. Nolana Avenue, Suite 208  
McAllen, Texas 78504

Bidder: \_\_\_\_\_  
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.\*]

Contact Name: \_\_\_\_\_  
[Please print or type name] [Title]

Address: \_\_\_\_\_  
[Mailing]  
\_\_\_\_\_  
[Street, if different]

Telephone: \_\_\_\_\_  
[Print or type telephone number]

Fax: \_\_\_\_\_  
[Print or type telephone number]

Email: \_\_\_\_\_  
[Print or type telephone number]

END OF DOCUMENT

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Document 00310  
**FORM OF PROPOSAL**

To: CITY OF EDINBURG

Project No.: 2020-5253

Project: Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir

Bidder: \_\_\_\_\_  
[Print or type full name of proprietorship, partnership, corporation, or joint venture]

**1.0 OFFER**

Having examined the place of the Work and all matters referred to in the Bid Documents, and the Contract Documents prepared by or approved by the Engineer for the named Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Total Bid Price of:

\_\_\_\_\_ (Dollars)  
[Print or type in words, Bidder's Total Bid Price]  
(\$ \_\_\_\_\_ )  
[Print or type in figures, Bidder's Total Bid Price]

**Unit Price or Combination Stipulated Price and Unit Price Contract.** If the Bid is for a Unit Price Contract or a combination of Stipulated Price and Unit Price Contract, the Total Bid Price, including Cash Allowances, if any, is tabulated in: Document 00405 - Schedule of Unit Price Work for a Project with no Alternate Bids, or Document 00407 - Schedule of Alternates for a Project with Alternate Bids.

**Cash Allowances.** All Cash Allowances, totaled in either Document 00405 - Schedule of Unit Price Work, as applicable, and described in the Bid Documents are included in the Total Bid Price.

**Changes in Contract Price Due to Variations in Actual Quantities.** For items quoted in Document 00405 - Schedule of Unit Price Work, the Total Bid Price is based in whole or in part on the Unit Price multiplied by the quantity for each of the items listed. The Contract Price is subject to change due to variation in the actual quantities of each item in the completed Work in accordance with the Contract Documents.

**Alternate Bids.** Alternate Bid work, as described in the Bid Documents, will be performed for an amount added or deducted to the Total Bid Price for each Alternate Bid that is accepted by the Owner. The Owner may accept or reject any or all Alternate Bids.

**Security Deposit.** Included herewith is a Security Deposit in the amount of 5 percent of the greatest amount of the Total Bid Price, or Total Alternate Bid Price(s).

**Period for Bid Acceptance.** This offer shall be open to acceptance and is irrevocable for 90 days from the Bid date. That period may be extended by mutual written agreement of the Owner and the Bidder. After 90 days, the Bidder may withdraw without penalty if no mutual agreement can be reached.

**2.0 CONTRACT TIME**

If this offer is accepted, Substantial Completion of the Work will be achieved within the time stated in Document 00020 - Notice to Bidders. The Date of Commencement will be established by the Notice to Proceed.

**3.0 ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs relating thereto are included in the Bid Price:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

#### 4.0 SUPPLEMENTS TO THIS BID:

The following Supplements are attached as an integral part of this Bid:

- ☐ Document 00405 - Schedule of Unit Price Work, if applicable
- ☐ Document 00411 – Bid Bond (*Form supplied by Bidder*)
- ☐ Document 00420 – Statement of Bidder's Qualifications
- ☐ Document 00423 – Certification to Bidder's Experience & Qualifications
- ☐ Document 00425 – Equipment & Material Suppliers List

#### 5.0 SIGNATURES:

Bidder: \_\_\_\_\_  
[Please print or type the full name of your proprietorship, partnership, corporation, or joint venture.\*)

By: \_\_\_\_\_  
[Signature]\*\* [Date]

Name: \_\_\_\_\_  
[Please print or type name] [Title]

Address: \_\_\_\_\_  
[Mailing]  
\_\_\_\_\_  
[Street, if different]

Telephone: \_\_\_\_\_  
[Print or type telephone number]

\* If the Bid is a joint venture, add additional Bid form signature sheets for each member of the joint venture.

\*\* The undersigned, as bidder, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for the Project.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

**END OF DOCUMENT**

Document 00411

**BID BOND**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

This section describes the standardized bid bond form to be submitted with the bid on the project.

**1.02 REFERENCES – Not Used**

**1.03 DEFINITIONS – Section 0700**

**1.04 BID BOND FORMS**

Bidder is to inset an original bid bond or a copy of cashiers check provided for bid bond Purposes.  
Original check is to be submitted along with bid.

**PART 2 - PRODUCT – Not Used**

**PART 3 - EXECUTION**

STANDARIZED FORMS FOLLOW

**BID BOND (PENAL SUM FORM)**

<b>Bidder</b>	<b>Surety</b>
Name: <b>[Full formal name of Bidder]</b>	Name: <b>[Full formal name of Surety]</b>
Address (principal place of business):  <b>[Address of Bidder's principal place of business]</b>	Address (principal place of business):  <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b>  Address (principal place of business):  <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project (name and location):  <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b>	<b>Surety</b>
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

1. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
2. This obligation will be null and void if:
  - 2.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 2.2. All Bids are rejected by Owner, or
  - 2.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
5. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
6. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
7. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

10. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**



DOCUMENT 00420

## STATEMENT OF BIDDER'S QUALIFICATIONS

### ARTICLE 1—GENERAL INFORMATION

#### 1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

#### 1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

#### 1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

## ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business, if applicable:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

## ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

## ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		<input type="checkbox"/> Attached
Date of Business's most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

## ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

## ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.

- G.    Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H.    Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I.    Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Date:

\_\_\_\_\_  
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone:

\_\_\_\_\_  
\_\_\_\_\_

Email:

\_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

  

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

  

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					



### Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

  

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

### Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

  

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

### Schedule C—Key Individuals

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

END OF DOCUMENT

## EQUIPMENT & MATERIAL SUPPLIERS LIST

**PURPOSE:** To assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder shall complete the following items. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets as specified by 00420 Statement of Bidder's Qualifications. If, in the course of evaluating the bids, the Owner discovers that answers to these questions are false or misleading then the Owner reserves the right to reject the bid based on non-responsiveness. **This statement must be notarized.**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

**A. EQUIPMENT AVAILABLE FOR THIS CONTRACT:** The Bidder shall provide below a list of equipment available for use on this contract:

[illegible]

[illegible]

---

**BIDDER**

Executed this: \_\_\_\_\_ Day of : \_\_\_\_\_, 2020

By: \_\_\_\_\_  
BIDDER

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

**NOTARY PUBLIC**

State of Texas

County of:

Subscribed and sworn to before me this: \_\_\_\_\_

---

NOTARY PUBLIC

**END OF SECTION**

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Document 00900

**ADDENDUM FORM**  
**(Sample Form)**

**ADDENDUM NO. \_\_\_\_\_**

Date of Addendum: \_\_\_\_\_  
[Enter date]

PROJECT NAME: Raw Water Supply and Distribution Additions to Edinburg West WTP Reservoir

PROJECT NO: 2020-5253

BID DATE: June 29, 2020. (There is no change to the Bid Date.)

FROM: City of Edinburg  
Attn: Lorena Fuentes, Purchasing Agent  
415 W. University Drive  
Edinburg, Texas 78539  
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

\*\*\*\*\*

Use the following heading and select the appropriate wording for postponement of the Bid Date. Delete the statement beside Bid Date above which indicates that the Bid Date is unchanged. If change in Bid Date, issue as separate addendum. Delete this section entirely if there is no change in Bid Date.

\*\*\*\*\*

**CHANGE IN BID DATE**

The bid date for this Project has been changed from \_\_\_\_\_ to \_\_\_\_\_  
[Date] [Date]

[Time of day and place for submittal of bid remains the same]. [Time of submittal has been changed from \_\_\_\_\_ to \_\_\_\_\_. The place for submittal remains the same].  
[Time] [Time]

\*\*\*[OR]\*\*\*

The bid date for this project has been indefinitely postponed. Another Addendum will be issued to reset the bid date or to cancel bidding on this Project.

\*\*\*\*\*

Delete the following paragraph if the sole purpose of the Addendum is to postpone the Bid Date.

\*\*\*\*\*

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Change bars ( | ) are provided in the right margins of pages from the Project Manual to indicate where changes have been made; no change bars are provided in added Sections. Reissued Drawing Sheets show the Addendum number above the title block and changes in the Drawing are noted by a revision mark.

\*\*\*\*\*  
Number each item of the Addendum beginning with 1 through the total number of change items in the Addendum. Sample entries are provided in brackets.  
\*\*\*\*\*

### CHANGES TO PREVIOUS ADDENDA

\*\*\*\*\*  
Reference Addendum Number and item number to correct clarifications or make minor corrections of changes issued by previous Addenda.  
\*\*\*\*\*

ADDENDUM NO. \_\_\_\_\_

[1. Add item]

### CHANGES TO PROJECT MANUAL

\*\*\*\*\*  
Follow this format to sequence changes to the Project Manual.  
\*\*\*\*\*

### BIDDING REQUIREMENTS

\*\*\*\*\*  
Give the individual change instructions for each item of change by Document number and title. List changes in order of Document number.  
\*\*\*\*\*

[2. Add Item]

### CONTRACT FORMS

[3. Add Item]

### CONDITIONS OF THE CONTRACT

[4. Add Item]

### SPECIFICATIONS

[5. Add Item]

### CHANGES TO DRAWINGS

[6. Add Item]

### CLARIFICATIONS

[7. Add Item]

**MINUTES OF PRE-BID CONFERENCE**

Minutes of the Pre-Bid Conference held on \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_, are  
[Day] [Month] [Year]

attached as a record and for the Bidders information.

END OF ADDENDUM NO. \_\_\_\_\_

\_\_\_\_\_  
Name, P.E. DATED: \_\_\_\_\_

**END OF DOCUMENT**

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**SECTION 01450**  
**CONTRACTOR'S QUALITY CONTROL**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Quality assurance and control of installation and manufacturer's field services and reports.

**1.2 MEASUREMENT AND PAYMENT**

- A. No payment will made for this item. Include the cost of Contractor's quality control in overhead cost for this project.

**1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' installation instructions, including each step in sequence.
- C. Request clarification from Engineer before proceeding should manufacturers' instructions conflict with Contract Documents.
- D. Comply with specified standards as minimum requirements for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce the specified level of workmanship.

**1.4 REFERENCES**

- A. Obtain copies of standards and maintain at job site when required by individual Specification sections.

**1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS**

- A. When specified in individual Specification sections, provide material or product suppliers' or manufacturers' technical representative to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, operator training, test, adjust, and balance of equipment as applicable, and to initiate operation, as required. Conform to minimum time requirements for start-up operations and operator training if defined in Specification sections.
- B. Manufacturer's representative shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions. Submit report within 14 days of observation to Resident Project Representative for review.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

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## **SECTION 02921**

### **HYDROMULCH SEEDING**

#### **PART 1 - GENERAL**

##### **1.1 SECTION INCLUDES**

- A. This Section includes the preparation, application and protection of operations consisting of hydro-mulch seeding within the lines and limits as shown on PLANS and as further directed by the ENGINEER.

##### **1.2 REFERENCES**

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.
  - 1. TEXAS DEPARTMENT OF AGRICULTURE (TDA)
    - a. TDA Chapter 61 1994 Texas Seed Law-Rules and Regulations (March Issue)
  - 2. TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES (TxDOT)
    - a. TxDOT Item 164 1995 Seeding for Erosion Control
    - b. TxDOT Item 166 1995 Fertilizer
    - c. TxDOT Item 168 1995 Vegetative Watering

##### **1.3 QUALITY ASSURANCE**

- A. A sample of each variety of seed to be furnished for analysis and testing when directed by the OWNER.

##### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Each variety of seed to be furnished and delivered in separate bags or containers and protected from moisture until placed.

#### **PART 2 - PRODUCTS**

##### **2.1 MANUFACTURER(S)**

The following cellulose fiber mulch manufacturers are approved for providing hydraulic mulches with the exact trade name of mulches accepted. No variation will be accepted unless approved by the ENGINEER.

Trade Name of Approved Product	Name of Manufacturer	Manufacturer Address
American Fiber Mulch	American Fiber Manufacturing, Inc.	1701 Bench Mark Dr., Austin, TX 78728
Conwed Fibers Hydro Mulch	Conwed Fibers	1st Plaza, Suite 350, 1985 Tate Blvd., SE, Hickory, NC 28601
Second Nature Regenerated Wood Fiber	Central Fiber Corporation	4814 Fiber Lane Rd., Wellsville, KS 66092
Pro Mat	Tascon, Inc.	7607 Fairview, Houston, TX 77041

## 2.2 MATERIALS AND/OR EQUIPMENT

### A. Seed

1. All seed must meet the requirements of the Texas Seed Law FDA Chapter 61 including the labeling requirements for showing pure live seed (PLS = purity x germination), name and type of seed. Seed furnished to be of the previous season's crop and the date of analysis shown on each bag to be within nine months of the time of use on the project. Buffalo grass to be treated with a dormancy method approved by the ENGINEER. The species and varieties of seed to be from among the types specified in Table 1 of Item 164 of the 2004 Texas Department of Transportation Specifications.

### B. Planting Season and Seed Mixes

1. Planting seasons and seed mixes to conform to the requirements of Item 164 of the Texas Department of Transportation Specifications and/or as modified hereinafter.

### C. Cellulose Fiber Mulch

1. Cellulose Fiber Mulch to be of the type and manufacturer as provided in paragraph 2.01 Manufacturers.
2. The mulch to be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives. The mulch to be such that, when applied, the material is to form a strong, moisture-retaining mat without the need of an asphalt binder. It shall be kept in a dry condition until applied and shall not be molded or rotted.

### D. Fertilizer

1. Fertilizer to be in accordance with the 2004 Texas Department of Transportation Specification Item 166.

### E. Water

1. Water to be in accordance with the 2004 Texas Department of Transportation Specification Item 168.

## PART 3 - EXECUTION



### 3.1 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

#### A. Construction Methods

1. After the designated areas have been completed to the lines, grades and cross sections shown on the PLANS, seeding to be performed in accordance with the requirements hereinafter described. Unless otherwise approved by the ENGINEER, all areas to be seeded to be cultivated to a depth of at least four (4) inches, except where seeding is to be done using a seed drill suitable for seeding into untilled soil. The seedbeds to be cultivated sufficiently to reduce the soil to a state of good tilth when the soil particles on the surface are small enough and lie closely enough together to prevent the seed from being covered too deeply for optimum germination. Cultivation of the seedbed will not be required in loose sand where depth of sand is four (4) inches or more.

#### B. Planting Season and Seed Mixes

Planting season and the required seed mixes to be in accordance with the required table for location of operation as specified in the 2004 Texas Department of Transportation Specification Item 164 as modified hereinafter.

Seed Type	Application Rate per Pounds/Acre	Planting Date(s)
Hulled Common Bermuda Grass 98/88	40	Jan 1 to Mar 31
Unhulled Common Bermuda Grass 98/88	40	Jan 1 to Mar 31
Hulled Common Bermuda Grass 98/88	40	Apr 1 to Sep 30
Hulled Common Bermuda Grass 98/88	40	Oct 1 to Dec 31
Unhulled Common Bermuda Grass 98/88	40	Oct 1 to Dec 31
Annual Rye Grass (Gulf)	30	Oct 1 to Dec 31

#### C. Water Application

1. Water application to be in accordance with the 2004 Texas Department of Transportation Item 168.

### 3.2 PROTECTION

#### A. Maintenance

1. The hydro-mulch seeding to be adequately watered until established. Any areas damaged by erosion or areas that do not have an acceptable turfing to be reseeded.

#### B. Final Acceptance

1. Final acceptance and payment will be dependent upon hydromulch seeded areas demonstrating a healthy well established growth.

**END OF SECTION**

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## **SECTION 03350**

### **TESTING**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. Section Includes:
  - 1. Materials and concrete testing as required to establish concrete mix design.
  - 2. Testing of concrete during construction for compliance with Contract Documents.
  - 3. In-place testing of concrete, if required.
  - 4. Mortar, grout for masonry, and concrete masonry unit testing as required by Division 4.
- B. Related Sections include but are not necessarily limited to:
  - 1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
  - 2. Division 1 - General Requirements.
  - 3. Section 03208 - Reinforcement.
  - 4. Section 03308 - Concrete, Materials and Proportioning.
  - 5. Section 03311 - Concrete Mixing, Placing, Jointing, and Curing.
  - 6. Division 05 – Structural Steel.

##### **1.02 RESPONSIBILITY AND PAYMENT**

- A. Owner and Contractor each provide and pay for certain testing services:
  - 1. Owner shall retain the services of a qualified Testing Agency to perform testing services for the following:
    - a. Testing of concrete, mortar, grout for masonry, concrete masonry units and other cement-containing products produced for incorporation into the work during the construction of the Project for compliance with the Contract Documents.
  - 2. Contractor shall retain the services of a qualified Testing Agency to perform testing services for the following:
    - a. Testing of materials and mixes proposed by the Contractor for compliance with the Contract Documents and retesting in the event of changes.
    - b. Additional testing or retesting of materials or mortar, grout for masonry, concrete masonry units, concrete or other cement-containing products occasioned by their failure, by test or inspection, to meet requirements of the Contract Documents.
    - c. Strength testing on any concrete due to excess water addition.
    - d. In-place testing of concrete as may be required by Engineer when strength of structure is considered potentially deficient.
    - e. Other testing services needed or required by Contractor such as:
      - 1) Field curing of test specimens and testing of specimens for determining when forms, form shoring, or reshoring may be removed.
- B. Payment:
  - 1. All required concrete, mortar, grout for masonry and concrete masonry unit testing services to be paid for by the City of Edinburg.

##### **1.03 QUALITY ASSURANCE**

- A. Referenced Standards:
  - 1. American Association of State Highway and Transportation Officials (AASHTO):
    - a. T260, Standard Method of Sampling and Testing for Total Chloride Ion in Concrete and Concrete Raw Materials.
  - 2. American Concrete Institute (ACI):
    - a. 318, Building Code Requirements for Structural Concrete.

3. ASTM International (ASTM):
  - a. C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - b. C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
  - c. C42, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
  - d. C138, Standard Method of Test for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.
  - e. C143, Standard Test Method for Slump of Hydraulic Cement.
  - f. C172, Standard Practice for Sampling Freshly Mixed Concrete.
  - g. C173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
  - h. C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
  - i. C567, Standard Test Method for Unit Weight of Structural Lightweight Concrete.
  - j. C780, Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
  - k. C1019, Standard Test Method for Sampling and Testing Grout.
  - l. E329, Standard Specifications for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
- B. Qualifications:
  1. Testing Agency:
    - a. Meeting requirements of ASTM E329.
    - b. Provide evidence of recent inspection by Cement and Concrete Reference Laboratory of National Bureau of Standards, and correction of deficiencies noted.

#### **1.04 DEFINITIONS**

- A. Testing Agency: An independent professional testing firm or service hired by Contractor or by Owner to perform testing and analysis services on materials, mixes, structures, and other items as directed, and as provided in the Contract Documents.

#### **1.05 SUBMITTALS**

- A. Shop Drawings:
  1. See Section 01330.
  2. Product technical data including:
    - a. Concrete materials and concrete mix designs proposed for use. Include results of all testing performed to qualify materials and to establish mix designs. Place no concrete until approval of mix designs has been received in writing. Submittal for each concrete mix design to include:
      - 1) Sieve analysis and source of fine and coarse aggregates.
      - 2) Test for aggregate organic impurities.
      - 3) Proportioning of all materials.
      - 4) Type of cement with mill certificate for the cement.
      - 5) Brand, quantity and class of fly ash proposed for use along with other submittal data as required for fly ash by Section 03308.
      - 6) Slump.
      - 7) Brand, type and quantity of air entrainment and any other proposed admixtures.
      - 8) 28-day compression test results and any other data required by Section 03308 to establish concrete mix design.
  3. Certifications:
    - a. Testing Agency qualifications. (Contractor-retained testing agency, if different from Owner's)
  4. Test results:

- a. Strength test results on concrete placed during construction including slump, air content, and concrete temperature.
- b. Strength test results on concrete core samples of in-place construction if required.
- c. Results of load testing in-place concrete construction when load testing is required.

## **PART 2 - PRODUCTS - (NOT APPLICABLE TO THIS SECTION)**

## **PART 3 - EXECUTION**

### **3.01 TESTING SERVICES TO BE PERFORMED BY CONTRACTOR'S TESTING AGENCY**

- A. Review and test Contractor's proposed materials for compliance with the Contract Documents.
- B. Review and test Contractor's proposed concrete mix design(s).

### **3.02 DUTIES AND AUTHORITIES OF OWNER'S TESTING AGENCY**

- A. Testing Agency to inspect, sample and test materials and production of concrete as required by these Contract Documents and by Engineer. When it appears that any material furnished or work performed by Contractor fails to fulfill requirements of the Contract Documents, Testing Agency to report such deficiency to Engineer and Contractor.
- B. Testing Agency to report all test and inspection results to Engineer and Contractor immediately after they are performed. All test reports to include exact location in the work at which batch represented by a test was deposited. Reports of strength tests to include detailed information on storage and curing of specimens prior to testing.
- C. Limited Authority of Testing Agency: Any Testing Agency or agencies and their representatives retained by Contractor or Owner for any reason are not authorized to revoke, alter, relax, enlarge, or release any requirement of Contract Documents, nor to reject, approve or accept any portion of the Work.

### **3.03 RESPONSIBILITIES AND DUTIES OF CONTRACTOR**

- A. Provide necessary testing services for qualification of proposed materials and establishment of concrete mix design(s).
- B. Use of Testing Agency and approval by Engineer of proposed concrete mix design shall in no way relieve Contractor of responsibility to furnish materials and construction in full compliance with Contract Documents.
- C. To facilitate testing and inspection, perform the following:
  - 1. Furnish any necessary labor to assist Testing Agency in obtaining and handling samples at site.
  - 2. Provide and maintain for sole use of Testing Agency adequate facilities for safe storage and proper curing of test specimens on site for first 24 HRS as required by ASTM C31.
- D. Notify Engineer and Owner's Testing Agency sufficiently in advance of operations (minimum of 24 HRS) to allow completion of quality tests for assignment of personnel and for scheduled completion of quality tests.

### **3.04 EVALUATION OF CONCRETE, GROUT OR MORTAR TEST RESULTS**

- A. Test results for standard molded and cured test cylinders to be evaluated separately for each mix design. Such evaluation shall be valid only if tests have been conducted in accordance with specified quality standards. For evaluation of potential strength and uniformity, each mix design shall be represented by at least three strength tests. A strength test shall be the average of two cylinders from the same sample tested at 28 days.

- B. Acceptance:
  - 1. Strength level of each specified compressive strength shall be considered satisfactory if both of the following requirements are met:
    - a. Average of all sets of three consecutive strength tests equal or exceed the required specified 28-day compressive strength.
    - b. No individual strength test falls below the required specified 28-day compressive strength by more than 500 psi.

### **3.05 TESTING OF CONCRETE-IN-PLACE**

- A. In-place testing of concrete may be required by Engineer when strength of structure is considered potentially deficient as specified in Paragraph 3.7D.
- B. Testing by impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer to determine relative strengths at various locations in the structure or for selecting areas to be cored. Such tests shall not be used as a basis for acceptance or rejection.
- C. Core Tests:
  - 1. Where required, obtain and test cores in accordance with ASTM C42. If concrete in structure will be dry under service conditions, air dry cores (temperature 60 to 80 DegF, relative humidity less than 60 percent) for 7 days before test then test dry. If concrete in structure will be wet or subjected to high moisture atmosphere under service conditions, test cores after immersion in water for at least 40 HRS and test wet. Testing wet or dry to be determined by Engineer.
  - 2. Take three representative cores from each member or area of concrete in place that is considered potentially deficient. Location of cores shall be determined by Engineer so as least to impair strength of structure. If, before testing, one or more of cores shows evidence of having been damaged subsequent to or during removal from structure, damaged core shall be replaced.
  - 3. Concrete in area represented by a core test will be considered adequate if average strength of three cores is equal to at least 85 percent of specified strength and no single core is less than 75 percent of specified strength.
  - 4. Fill core holes with nonshrink grout and finish to match surrounding surface when exposed in a finished area.

### **3.06 ACCEPTANCE**

- A. Completed concrete work which meets applicable requirements will be accepted without qualification.
  - 1. Completed concrete work which fails to meet one or more requirements but which has been repaired to bring it into compliance will be accepted without qualification.
  - 2. Completed concrete work which fails to meet one or more requirements and which cannot be brought into compliance may be accepted or rejected as provided in these Contract Documents. In this event, modifications may be required to assure that concrete work complies with requirements. Modifications, as directed by Engineer, to be made at no additional cost to Owner.
- B. Dimensional Tolerances:
  - 1. Formed surfaces resulting in concrete outlines smaller than permitted by tolerances shall be considered potentially deficient in strength and subject to modifications required by Engineer.
  - 2. Formed surfaces resulting in concrete outlines larger than permitted by tolerances may be rejected and excess material subject to removal. If removal of excess material is permitted, accomplish in such a manner as to maintain strength of section and to meet all other applicable requirements of function and appearance.
  - 3. Concrete members cast in wrong location may be rejected if strength, appearance or function of structure is adversely affected or misplaced items interfere with other construction.

4. Inaccurately formed concrete surfaces exceeding limits of tolerances and which are exposed to view, may be rejected. Repair or remove and replace if required.
  5. Finished slabs exceeding tolerances may be required to be repaired provided that strength or appearance is not adversely affected. High spots may be removed with a grinder, low spots filled with a patching compound, or other remedial measures performed as permitted or required.
- C. Appearance:
1. Concrete surfaces exposed to view with defects which, in opinion of Engineer, adversely affect appearance as required by specified finish shall be repaired by approved methods.
  2. Concrete not exposed to view is not subject to rejection for defective appearance unless, in the opinion of the Engineer, the defects impair the strength or function of the member.
- D. Strength of Structure:
1. Strength of structure in place will be considered potentially deficient if it fails to comply with any requirements which control strength of structure, including but not necessarily limited to following:
    - a. Low concrete strength as specified in Article 3.5.
    - b. Reinforcing steel size, configuration, quantity, strength, position, or arrangement at variance with requirements in Section 03208 or requirements of the Contract Drawings or approved shop drawings.
    - c. Concrete which differs from required dimensions or location in such a manner as to reduce strength.
    - d. Curing time and procedure not meeting requirements of these Specifications.
    - e. Inadequate protection of concrete from extremes of temperature during early stages of hardening and strength development.
    - f. Mechanical injury, construction fires, accidents or premature removal of formwork likely to result in deficient strength.
    - g. Concrete defects such as voids, honeycomb, cold joints, spalling, cracking, etc., likely to result in deficient strength.
  2. Structural analysis and/or additional testing may be required when strength of structure is considered potentially deficient.
  3. Core tests may be required when strength of concrete in place is considered potentially deficient.
  4. If core tests are inconclusive or impractical to obtain or if structural analysis does not confirm safety of structure, load tests may be required and their results evaluated in accordance with Chapter 20 of ACI 318.
  5. Correct or replace concrete work judged inadequate by structural analysis or by results of core tests or load tests with additional construction, as directed by Engineer, at Contractor's expense.
  6. Contractor to pay all costs incurred in providing additional testing and/or structural analysis required.

## **END OF SECTION**

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**SECTION 15110**

**HEAVY DUTY STAINLESS STEEL SLUICE GATES**

**PART 1      GENERAL**

1.01      SECTION INCLUDES

- A.      Sluice gates, operators, and appurtenances necessary to construct and install hydraulic control equipment as shown on the Drawings.

1.02      MEASUREMENT AND PAYMENT

A.      Unit Prices

- 1.      Include cost of work and materials provided under this section in the pay items of which this work is a component, gateway structures as applicable.

B.      Reserved.

1.03      GENERAL

- A.      The equipment provided under this section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with the Drawings, specifications, engineering data, instructions and recommendations of the equipment manufacturer.
- B.      Gates and operators shall be supplied (unless otherwise noted in the Drawings to be provided by the Owner) with all the necessary parts and accessories indicated on the Drawings, specified, or otherwise required for a complete, properly operating installation, and shall be the latest standard product of a manufacturer regularly engaged in the production of fabricated gates.
- C.      Gates shall be furnished (unless otherwise noted in the Drawings to be provided by the Owner) and installed complete with adhesive anchor bolts, operating stem, gate lift operator and other appurtenances as specified or needed to make a complete and operable installation.
- D.      Except as modified or supplemented herein, all gates and operators shall conform to the applicable requirements of the latest American Water Works Association C561 standards.
- E.      Gates supplied under this section shall be Heavy-Duty Stainless Steel Sluice Gates manufactured by RW Gate Company (basis of design); [Whipps, Inc.](#); or Waterman USA or as identified on the Drawings. Gate manufacturer shall meet or exceed the requirements of the specification listed herein.
- F.      Contractor to provide the gate manufacturer with details and field measurements regarding the existence of and the condition of the wall thimbles or wall pipes. If the wall thimble or wall pipe mounting flange is flush with the wall, the Contractor may need to drill through the mounting flange of the existing cast iron wall thimble or wall pipe and the concrete behind the mounting flange to allow the new gates to be mounted with adhesive anchors. If the wall thimble or wall pipe mounting flange is deteriorated, suitable non-shrink grout shall be used to seal between the gate frame and wall thimble. If the gates are to be pipe flange mounted and the flange is suitable for usage, a gasket and/or mastic can be used to seal between the gate frame and pipe flange. If the pipe flange extends from the wall and is deemed to be unusable, the pipe flange shall be cut off flush and the gate shall be wall mounted with adhesive anchors and non-shrink grout. In this scenario, in the round structures, round back stainless steel sluice gates shall be provided. The frame shall be curved to match the diameter of the structure and the gate may need to be oversized to ensure the anchors are mounted in suitable concrete.

**HEAVY DUTY STAINLESS STEEL SLUICE GATES**

1.04 SUBMITTALS

- A. Conform to the requirements of Section 01 33 00 – Submittal Procedures.
- B. The Contractor shall submit, complete engineering design calculations in compliance with AWWA standards latest edition.

1.05 PERFORMANCE REQUIREMENTS

- A. Leakage: Sluice gates shall be substantially watertight under the design head conditions. Under the design seating head, the leakage shall not exceed 0.05 US gallon per minute per foot of seating perimeter. Under the design unseating head, the leakage for heads of 20 feet or less shall not exceed 0.1 US gallon per minute per foot of perimeter. For unseating heads greater than 20 feet, the allowable leakage shall not exceed the rate per foot of perimeter specified by the following equations:

**MAXIMUM ALLOWABLE LEAKAGE**

Gallons per minute per foot of perimeter =  $0.10 + (0.0025 \times (\text{unseating head in feet} - 20))$

- B. Design Head: Sluice gates shall be designed to withstand the design head shown in the Drawings. If the head is not indicated in the Drawings, the gate manufacturer shall assume the head is to the top of the structure in both the seating head and unseating head direction.
- C. Seal Performance Test: Gate sealing systems shall be tested through a cycle test in an abrasive environment and shall show that the leakage requirements are still obtained after 25,000 cycles with a minimum deterioration.

1.06 QUALITY ASSURANCE

- A. The manufacturer shall have experience in the production of substantially similar equipment, and shall show evidence of satisfactory operation in at least 50 installations. The manufacturer's shop welds, welding procedures and welders shall be qualified and certified in accordance with the requirement of the latest edition of American Welding Society.
- B. The fully assembled gates shall be shop inspected, tested for operation and leakage, and adjusted before shipping. There shall be no assembling or adjusting on the job site other than for the lifting mechanism.

**PART 2 MATERIALS AND EQUIPMENT**

2.01 SLUICE GATES

- A. All materials used in the construction of the gates and appurtenances shall be the best suited for the application.
  - 1. General. Gates, stems, lifts and other appurtenances shall be the size, type, and material and construction as shown on the Drawings and specified herein. Gates shall meet the requirements of AWWA Specifications C561 (latest version) or as modified herein. Gates shall be RW Gate Company Heavy-Duty Stainless Steel Sluice Gates (Model RW1000-S RW) or approved equal. All component parts shall be of the type of material shown, and interchangeable where size and material are the same without grinding, chipping or special fitting in the field. The gates shall be the product of one manufacturer having five or more years of experience in the manufacture of similar gates for similar use. All sluice gate parts, including lift, shall be designed for the heads shown with a minimum safety factor of five. Gates shall be either self-contained or non

**HEAVY DUTY STAINLESS STEEL SLUICE GATES**

self-contained of the rising stem, non-rising or telescopic stem configuration as indicated in the Drawings.

2. Frame and Guide Rails. The frame and guide rails shall be fabricated from 316L stainless steel with a minimum material thickness of 1/4-inch. Wall mounted guides shall have a minimum weight of 13 pounds per foot. Guide extensions shall be of the C-channel shape or similar for rigidity and shall have a minimum weight of 6 pounds per foot. The portion of the guide where the anchor bolts penetrate shall have a minimum thickness of 1/2-inch. Self-adjusting, UV stabilized UHMWPE seals shall be provided in the guides and across the top seal member when top sealing is required. An EPDM flush bottom invert seal shall be mounted to the invert member. The invert seal shall be held in place with 316 stainless steel attachment bolts. The seal system shall be completely self-adjusting. No wedges or pressure pads are allowed. All seats and seals shall be field replaceable and shall be mounted with 136 stainless steel attachment bolts.
3. Slide or Cover. The slide shall be constructed of 316L stainless steel and shall be reinforced to restrict deflection to 1/720 of the span or 1/16-inch, whichever is less. The stem connector shall consist of two structural members and will have a two bolt connection for the stem. The portion of the slide that engages the frame shall have a minimum thickness of 1/2-inch.
4. Guides and Seals. The guides shall be made of ultra high molecular weight polyethylene (UHMWPE) and shall be of such length as to retain and support at least two thirds (2/3) of the vertical height of the slide in the fully open position.
  - a. Side and top seals shall be made of UHMWPE of the self-adjusting type. A continuous compression cord shall ensure contact between the UHMWPE guide and the gate in all positions. The sealing system shall maintain efficient sealing in any position of the slide and allow the water to flow only below the slide plate.
  - b. The flush bottom seal shall be made of resilient EPDM set into the bottom member of the frame and held with 316 stainless steel attachment bolts.

**B. Lift Assemblies.**

1. General. Sluice gates shall be operated manually by handwheel-operated gearboxes or crank-operated gearboxes with pedestal floor stands or bench stands as required. Each lift shall be provided with a threaded cast bronze lift nut to engage the threaded portion of the stem. The lift nut shall have a machined flange, fitted above and below with thrust ball or roller bearings. Lifts having a reduction greater than 6:1 shall be two-speed. A maximum effort of 40 lbs. pull on handwheel or crank, shall operate the gates under the specified operating head. The gears, when required, shall be steel with machine-cut teeth. Pinion gears shall be supported by ball or roller bearings. The lift mechanism shall be totally enclosed within a cast iron housing adequately provided with lubrication fittings. The pedestal shall be fabricated 316L stainless steel. The crank shall be of cast aluminum with a revolving nylon handle and shall be removable. The crank shall be a maximum of 15" long. All lifts for rising stems shall be provided with a transparent butyrate plastic stem cover with mylar strip position indicator. Non-rising stem gates shall be provided with a counter type position indicator unless extension stems, valve boxes, or T-handle wrenches make an indicator impractical. Hand wheels and crank input shafts shall be approximately 36" from the operating floor unless otherwise shown. The word "open" shall be cast onto the housing or handwheel indicating direction of rotation to open the gate.

**HEAVY DUTY STAINLESS STEEL SLUICE GATES**

2. Stem and Couplings. Stems shall have a minimum diameter of 1-1/2-inches. Operating stems shall be of a size to safely withstand, without buckling or permanent distortion, stresses induced by normal operating forces. Stems shall be fabricated from round bar stock of 316 stainless steel and shall be provided with machine rolled, full depth acme threads. Stub threads are not acceptable. Stems composed of two or more sections shall be joined by stainless steel couplings threaded and keyed or bored and bolted to stem sections. In section, couplings shall be stronger than the stems. Rising stems with manual lifts shall be provided with adjustable limit nuts or stop collars above and below the floor stand lift nut to prevent over travel of the gate in either direction.
  3. Stem Guides. Stem guides shall be 316L stainless steel and shall be provide with UV stabilized, UHMWPE bushings, and mounted on 316L stainless steel brackets. Guides shall be adjustable in two directions and shall be so constructed that when properly spaced they will hold the stem in alignment and still allow enough play to permit easy operation. Stem guide spacing shall be as recommended by the manufacturer, but in no case shall it exceed an l/r ratio of 200. Brackets shall be attached to the wall by anchor bolts and sufficient strength to prevent twisting or sagging under load.
  4. Stem Cover. Rising stem gates shall be provided with a clear butyrate stem cover. The stem cover shall have a cap and condensation vents and a clear mylar position indicating tape. The tape shall be field applied to the stem cover after the gate has been installed and positioned.
- C. Self-Contained Gates with Rising & Non-Rising Stems. When a self-contained gate is specified, a heavy yoke shall be provided. The yoke shall be constructed of two C-channels. Angles are not acceptable for yoke members. On non-rising stems gates the nut pocket shall be provided on the top of the slide so that the stem does not project into the waterway when the gate is fully opened. The thrust generated by gate operation shall be transferred to the yoke by the stem thrust collar or lift. When the operating floor is above the self-contained gate, a stem extension of 316 stainless steel shall be coupled to the operating stem with a bronze coupling or cast iron stem extension bracket. Operation shall be by a T-handle wrench or floor stand, shown on the plans and gate schedule. In a T-handle arrangement the stem extension shall be supported by at least one stem guide or a floor box with integral guide embedded in the operating floor.
- D. Flushbottom Sluice Gates. When a flushbottom closure is specified, a resilient EPDM seal shall be attached to the frame so that it is flush with the invert. The seal shall be held in place by a 316 stainless steel attachment bolts.
- E. Painting. All cast iron parts of the sluice gate (not bearing or sliding contact) and stem guides shall be factory painted.
- F. Shop Testing. The completely assembled gate and hoist shall be separately shop-operated to insure proper assembly and operation. The gate shall be adjusted so that a .004" thick gauge will not be admitted at any point between frame and cover seating surfaces. All gates and equipment shall be inspected and approved by a qualified shop inspector prior to shipment.
- G. Warranty. All heavy duty sluice gates and appurtenances supplied under this specification shall be warrantied for a period of not less than ten (10) years from date of final completion. Warranty shall cover workmanship and performance.

### **PART 3 EXECUTION**

#### **3.01 STORAGE AND INSTALLATION**

### **HEAVY DUTY STAINLESS STEEL SLUICE GATES**

15110-4 OF 6

IFB: 06-10-2020

- A. Contractor shall store and install the sluice gates and equipment in accordance with the installation manual furnished by the gate manufacturer. After installation, the completely assembled gate, stem, guides and lift shall be operated through one full cycle to demonstrate satisfactory operation. Such adjustments as necessary will be made until operation is approved by the Resident Project Representative. When required by the Resident Project Representative, the gate shall be subjected
- 3.02 FIELD TESTS
- A. Following the completion of each gate installation, the gates shall be operated through at least two complete open/close/open cycles. If an electric or hydraulic operator is used, limit switches shall be adjusted following the manufacturer's instructions. Gates shall be checked for leakage by the contractor after installation.

**END OF SECTION**

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# RAW WATER SUPPLY AND DISTRIBUTION ADDITIONS TO EDINBURG WEST WTP RESERVOIR TWBD - DWSRD

PROJECT NUMBER: 2020-53

**CITY OFFICIALS**

MR. RICHARD MOLINA	MAYOR
GILBERT ENRIQUEZ	COUNCIL MEMBER
HOMER JASSO JR.	COUNCIL MEMBER
JORGE SALINAS	COUNCIL MEMBER
DAVID TORRES	MAYOR PRO-TEM
 RICHARD HINOJOSA	 INTERIM CITY MANAGER

**APPROVALS:**

SUBMITTED FOR APPROVAL BY:

APPROVED BY:

CITY ENGINEER	DATE
MARDOQUEO HINOJOSA	

CONTRACTOR	DATE
------------	------

**2020**

**DANNENBAUM**

ENGINEERING COMPANY-McALLEN, LLC  
1109 Nolana Loop, Suite 208 McAllen, TX 78504 (956) 682-3677  
TBPE REGISTRATION No. F-8999



**ISSUED FOR BID**