

## **EL PASO WATER UTILITIES**

1154 Hawkins Blvd, El Paso, Texas 79925, 1<sup>st</sup> Floor Purchasing and Contracts

Formal Bid Solicitation Check List

### **Demolition Services**

Bid # SW85-17

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THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

**Before turning in your bid proposal did you do the following?**

\_\_\_\_\_ Did you check our website [www.epwu.org](http://www.epwu.org) for any addendums? **(Failure to sign addenda and include with bid proposal may deem the bidder's submission non-responsive.)**

\_\_\_\_\_ Did you complete the Conflict of Interest Questionnaire?

\_\_\_\_\_ Did you complete the Statement of Residency?

\_\_\_\_\_ Did you complete the Statement of Nondivestment from Israel?

\_\_\_\_\_ REVIEW the process associated with the Texas Ethics Commission form 1295? (Form will be required to be completed by awardee on the Friday before Public Service Board Meeting)

\_\_\_\_\_ Did you sign the Bid Proposal and provide two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy?

\_\_\_\_\_ Did you complete the Excel Worksheet with all HIGHLIGHTED costs and blank spaces filled out and submit it on a CD or USB Drive along with the sealed bid proposal? The Excel worksheet is found with the bid announcement located at [www.epwu.org](http://www.epwu.org) **(Failure to include the Excel Worksheet and submit it on a CD or USB Drive may deem the bidder's submission non-responsive). Please Label CD or USB Drive with Bid number and Company name.**

\_\_\_\_\_ Is your bid in a sealed envelope marked with the **Bid Number** and **Company name**? Deliver your bid to the El Paso Water Utilities Purchasing Department by **11:00 a.m. October 5, 2017.**



# BID PROPOSAL TO

## EL PASO WATER UTILITIES

1154 HAWKINS BLVD. – P.O. BOX 511 79961-0511  
EL PASO, TEXAS 79925 – P 915/594-5628 F 915/594-5689

The undersigned bidder offers to furnish all the materials, supplies, equipment and /or services shown below in accordance with specifications, terms and conditions set forth herein. Note: The "INSTRUCTION TO BIDDERS" are attached on the last two pages of this bid proposal document and are applicable, unless otherwise stated within the bid proposal document.

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FIRM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

Bid Proposal shall bear an original signature, in ink, of a responsible officer or agent for the company. Failure to sign will be the basis for declaring the bid proposal non-responsive.

Submit two (2) signed bid proposals, one (1) original signed in blue ink and one (1) copy.

Note: Faxed and/or Email bids will not be accepted.

Any requests for clarifications and/or changes to this bid proposal shall be made in writing via email to [ljchacon@epwu.org](mailto:ljchacon@epwu.org) or sent via fax to Levi Chacon at (915) 594-5689. Requests need to be submitted by September 27, 2017 at 5:00PM MST. Requests submitted after this time frame, may not elicit a response. Answers to bid questions will be posted September 29, 2017 by 5:00PM MST.

All items noted on the last two pages of the attached "INSTRUCTIONS TO BIDDERS" will apply to this bid proposal **except** for the following:

Item(s) # 14 – Bid Security

# 15 – Performance and/or Payment Bond

### NOTE:

A **PRE-BID MEETING** shall be held at **10:00 A.M. LOCAL TIME Tuesday, September 26, 2017** at the 3<sup>rd</sup> floor Engineering Conference Room 1 or 2, El Paso Water Utilities Bldg., 1154 Hawkins Blvd. The purpose of

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having the PRE-BID MEETING is to review the requirements in the bid documents and respond to questions from potential bidders. **ATTENDANCE AT THE PRE-BID MEETING IS HIGHLY RECOMMENDED.**

**NOTE: Bidders are to complete the attached check list and Excel form spreadsheet found with this Bid announcement located at [www.epwu.org](http://www.epwu.org). Bidder must provide a saved read only CD formatted copy or USB Drive of this Excel spreadsheet returned with sealed bid. CD or USB Drive must have the bid number and company name written on the CD or USB Drive. Failure to complete this may deem the bidders submission non responsive.**

**This bid will be awarded to the bidder with the lowest, responsive, responsible "Total Bid" for items 1 thru 34 as noted on the Excel spreadsheet.**

**\*EAU = ESTIMATED ANNUAL USAGE**

\*The quantities shown on the Excel spreadsheet is an estimated annual usage. Although no obligation shall exist to purchase these quantities, the Utility reserves the right to increase, decrease and/or change these requirements to provide for continued operation during the Contract Period.

**THE ITEM(S) CONTAINED WITHIN THIS BID PROPOSAL IS / ARE TO BE PROVIDED IN ACCORDANCE TO THE FOLLOWING AND OR ATTACHED SPECIFICATIONS:**

**SELECTIVE DEMOLITION**

**1.1 SECTION REQUIREMENTS**

Items indicated to be removed and salvaged remain EPW's property. Carefully detach from existing construction, in a manner to prevent damage, and deliver to EPW. Include fasteners or brackets needed for reattachment elsewhere.

Pre-demolition Photographs: show existing conditions of adjoining construction and site improvements. Submit before work begins.

Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

It is not expected that hazardous materials will be encountered in the Work. If hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by EPW under a separate contract.

Properties are pending an Environmental Survey. Any required abatement of the properties will be done under a separate contract. Once the surveys have been conducted, the reports will be available at EPW.

**1.2 PERFORMANCE REQUIREMENTS**

Regulatory Requirements: comply with Texas Commission of Environmental Quality (TCEQ) regulations and with hauling and disposal regulations of authorities having jurisdiction.

Standards: comply with ANSI/ASSE A10.6 and NFPA 241.

Contractor must be registered with the Texas Department of Health Services.

Contractor must show proof of experience for the past year.

All work will be performed in compliance with State, Local and Federal rules and regulations.

**1.3 DEMOLITION**

A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.

B. Locate, identify, shut off, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.
- D. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- E. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- F. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- G. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- H. Requirements of Building Reuse:
  - 1. Maintain existing building structure (including structural floor and roof decking) and envelope (exterior skin and framing, excluding window assemblies and nonstructural roofing material) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
  - 2. Maintain existing interior nonstructural elements (interior walls, doors, floor coverings, and ceiling systems) not indicated to be demolished; do not demolish such existing construction beyond indicated limits.
- I. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- J. Remove demolition waste materials from Project site (and legally dispose of them in a City approved landfill). Do not burn demolished materials.
- K. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
- L. Properties to be demolished: **See "attachment A" for list of properties to be demolished**

## **SITE CLEARING**

### **2.1 SECTION REQUIREMENTS**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvageable Improvement: carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Call Before You Dig: Notify your Utility Locator Service for area where Project is located before site clearing.
- D. Do not commence site-clearing operations until temporary erosion- and sedimentation- control and plant-protection measures are in place.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when topsoil is dry or slightly moist.

### **2.2 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.

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C. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.

D. Do not store materials or equipment or permit excavation within drip line of remaining trees.

E. Protect site improvements to remain from damage. Restore damages improvements to condition existing before start of site clearing.

F. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to SWPPP.

G. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

### **2.3 SITE CLEARING**

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.

1. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.

2. Chip brush, branches, and trees and stockpile in areas approved by Engineer.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

C. Strip topsoil. Remove sod and grass before stripping topsoil. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade stockpiles to drain water.

1. Stockpile surplus topsoil to allow for respreading deeper topsoil.

D. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

E. Remove stabs, paving, curbs, gutters, driveways and aggregate base as indicated.

1. Neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement.

F. Dispose of waste materials and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.

1. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

## **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **3.1 SECTION REQUIREMENTS**

A. Action Submittals:

1. Waste Management Plan: Submit plan within seven (7) days of date established for commencement of the Work.

B. Informational Submittals:

1. Waste Reduction Progress Reports: Submit concurrent with each Application for Payment. Include total quantity of waste, total quantity of waste salvaged and recycled, and percentage of total waste salvaged and recycled.

2. Records of Donations and Sales: Receipts for salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.

3. Recycling and processing Facility Records: Manifests, weights tickets, receipts, and invoices.

4. Landfill and Incinerator Disposal Records: Manifests, weights tickets, receipts, and invoices.

5. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed

according to TCEQ regulations.

C. Refrigerant Recovery Technician Qualifications: Certified by TCEQ approved certification program.

D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 1 through 3

E. Waste Management Plan: Develop a waste management plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis, Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

1. Salvaged Materials for Reuse: Identify materials that will be salvaged and reused.

2. Salvaged materials for Sale: Identify materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: Identify materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

5. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan.

### **3.2 PLAN IMPLEMENTATION**

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site:

1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

### **3.3 DISPOSAL OF WASTE**

A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

B. Do not burn waste materials.

## **DEMOLITION REQUIREMENTS**

### **4.1 INTENT**

It is the intent of the El Paso Water (EPW) to enter into an annual contract with qualified vendor(s) to provide all necessary equipment, materials, transportation, and labor for residential and commercial demolition services. EPW reserves the right to bid projects separately if deemed to be in the EPW best interest. This bid requires the building demolition, slab and footing demolition, site demolition (trees, shrubbery, sidewalks, driveways, fencing, asphalt pavement and debris), City Permits, Notifications, SWPPP, utility capping at property line, hauling and disposal of debris, and site clean-up for properties owner or to be owned by El Paso Water (EPW).

Quantities are not guaranteed.

### **4.2 PAYMENT FOR WORK PERFORMED**

Contractor will be paid per property, upon completion. Invoices shall include the addresses for demolished properties. The square footage and unit price per square footage must match the cost provided on the proposal pricing form. Contractor shall submit invoices to the Utility's project manager. Contractor shall provide with the invoice a landfill receipt from a certified landfill.

Payment of invoices for the clean-up, removal, hauling and disposal of debris requested will be processed within 30 days after completion of services or receipt of invoice (whichever is later).

## **5.0 ACCEPTANCE OF WORK PERFORMED**

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EPW authorized representative will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of EPW authorized representative, performance becomes unsatisfactory, EPW shall notify the Contractor, who shall take any and all necessary measures to ensure compliance to standards within this contract. Failure to perform in a satisfactory manner shall be grounds for termination of this contract.

## **6.0 SUBCONTRACTORS**

The contractor cannot subcontract all or any portion of the work assigned under this agreement for the contractor's razing and earth moving work forces. The contractor may sub-contract for asbestos and/or lead abatement, hazardous waste removal and disposal, or fuel storage tank removal and disposal. If such services are performed by a subcontractor, the contractor must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor to EPW.

## **7.0 SAFETY AND SECURITY OF PREMISES**

Contractor shall secure vacant structures (either by boarding up the windows/doors or securing doors with a lock and hasp) upon request of EPW. Contractor agrees to supply all materials and manpower as needed.

The contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Furthermore, the contractor is solely responsible for the training of all their employees on all safety issues as required by OSHA regulations for the project. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles.

EPW assumes no responsibility for actual conditions of items or structures to be demolished. EPW will maintain conditions existing at time of commencement of contract in so far as practicable.

Personal property of third persons or occupants of buildings on the site shall not become the property of the contractor. The Contractor shall not disturb or trespass on adjacent private property.

Contractor shall be responsible for repair and/or replacement of EPW property that is damaged.

## **8.0 PERMITS**

Contractor shall be required to obtain all necessary permits and meet the requirements for erosion and sedimentation control as defined in City Codes and Ordinances and provide the Stormwater Pollution Prevention Plan (SWPPP). Contractor shall insure all silt fencing is installed as required. Permanent stabilization shall be required. Contractor will be responsible of submitting the required 10-day Notification to the Texas Department of State Health Services and proper documentation to the Texas Commission on Environmental Quality, if required.

For any excavation work in the roadway performed by the contractor, a permit pursuant to the City of El Paso Code of Ordinances be obtained by the contractor. The cost for said patch permit will not be waived.

## **9.0 DISPOSAL OF MATERIALS**

The contractor will not be permitted to burn any of the demolished materials on site or within the boundary limits of the City of El Paso. The contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash, on or off the project area.

The contractor must comply with all Local, State and Federal Regulations, including those of the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agencies (EPA & TCEQ) and the State of Texas Department of Public Health. The Health District is a local authority of such regulations. Bidders are required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder shall not, in any way, relieve the Bidder from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The contractor shall be solely responsible for disposing of materials and shall take into account before bidding the compliance with the above stated ordinances and regulations. In no way shall the contractor, after bidding, seek an adjustment or Change Order as a result of not being able to comply with the regulations, ordinances, codes, etc., set forth in these specifications.

The contractor shall provide the City with copies of all landfill manifests and waste shipment records at the

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completion of the project. PAYMENT WILL NOT BE MADE UNTIL THESE COPIES ARE RECEIVED.

### **10.0 UTILITIES**

It is the responsibility of the successful contractor to arrange for disconnecting utility services (water, gas, electricity, telephone and others) to buildings/structures to be demolished. The contractor shall verify or determine the location of all underground utilities and structures in the immediate vicinity of its operations which are to remain, and to exercise all due precautions to prevent damage to them. Should any damage to utilities or structures occur as a result of the contractor's operations, the contractor shall, at its own expense, restore condition which existed before damaged occurred.

The contractor shall at his own expense, secure and pay the fees and charges for all permits for water, removal of abandoned water taps, sealing of house connection drains, and electrical, gas, plumbing and sewer including capping of service lines at property line if required.

The awarded contractor shall be responsible for termination of water service, including removal of meter (returned to EPW), excavation of line to the water main, coordination with EPW for termination at the water main, coordination of uniformed traffic protection (if required), traffic control, and installation of patch within roadway.

EPW shall perform the termination at the water main, under the direction of the contractor; any fees payable by EPW for said termination shall be borne by the contractor at its own expense.

Demolition of structures cannot occur until notice of termination for all utilities is provided to the Project Manager, unless specifically directed in writing by said official to proceed without such notices being filed.

### **11.0 PEST CONTROL**

The successful contractor shall apply rodent control treatment as required by the City of El Paso to facilitate the examination and control of rodents and other pests in the project area. If such service is required, the Contractor shall be paid separately for said service, in accordance with pricing enclosed within this agreement.

### **12.0 SLAB REMOVAL**

Should a structure be above ground on pilings, the pilings will always be removed as part of the demolition. Any structure with unique characteristics, including square footage, may either be negotiated and/or bid, whichever the project manager deems to be in the best interest of the Utility. All demolition sites will be rough graded in a clean condition upon completion of the project.

If applicable, the Contractor must remove foundations one (1) foot below ground level and break up any remaining floor slab. All rock, concrete slabs and masonry shall be disposed of 3 or more feet below finished grade, in wide trenches, evenly distributed in layers with all voids of the previous layer filled completely before another layer is placed. All excavations sand disturbed areas shall be backfilled with clear fill dirt to existing ground level, compacted and graded for proper drainage of surface water. The grading shall be performed in a professional manner, leaving all areas free of depressions, ruts, and debris.

Reference to removal of slabs shall mean removal of slabs and footings (where applicable).

### **13.0 CLEANLINESS OF OPERATIONS**

The Contractor shall keep the premises clean of rubbish and debris generated by the work involved and shall leave the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's sole expense, shall dispose of all surplus material, rubbish, and debris.

The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safety stored. The Utility is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the project manager will be consulted.

All necessary precautions, including watering, shall be taken to control air-borne dust so that no nuisance may be created. In event of complaint, such action shall be taken as directed by the architect to within reasonable limits.

### **14.0 EQUIPMENT REQUIREMENTS**

The contractor shall, at minimum, possess the following equipment necessary for the completion of work described in this contract:

- Track loader, minimum 3 cubic yard bucket
- Bulldozer, minimum 8' blade



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- Excavators with one (1) bucket, and grapple, and one (1) with mechanical pulverizer, minimum 70,000 lb. capacity
- Truck, single axle dump and/or tandem axle dump
- Backhoe, rubber tired, minimum 24" bucket

Bidders may take exception to the equipment requirements listed, and provide a separate attachment describing the equipment intended to be used. Exceptions that impact the bidder's ability to perform its work in a timely manner, as determined solely by the EPW, will not be accepted.

### **15.0 UNIFORMED TRAFFIC PROTECTION**

Pursuant to City of El Paso Ordinances, the awarded contractor shall provide the service of uniformed police personnel at such locations and for such periods as may be necessary for safety, if work is performed within the street, where said street is listed in Police Department memorandum.

All adjustments to traffic operations are to be coordinated with the (City of El Paso Traffic Division). The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable State and Local Regulatory Agencies and these Specifications. It shall be the sole responsibility of the Contractor to warn the State and Local Regulatory Agencies (including but not limited to the Police and Fire Departments) at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies. Police personnel will be paid for under the item "Uniformed Traffic men." The road may be restricted during the construction period but must be opened at the beginning and end of each work day. The road must be made passable as soon as possible. Crushed stone may be used as a temporary road surface for short periods of time only as approved by the Engineer.

If the Contractor wants to change existing traffic patterns or create a temporary detour, he shall be responsible for providing a traffic plan for approval of the City Engineer and other local agencies prior to construction. Allow a minimum of two weeks or approval of the City and other local agencies.

The minimum requirements for traffic control under this section of the specifications are as follows:

1. All controls shall comply with the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways."
2. All signage, barriers, detours, temporary lights and other traffic control devices for complete traffic protection are to be the responsibility of the Contractor.
3. If the roadway is to be closed, provide a detour plan, including but not limited to, all signage, traffic flow, barriers, traffic officer location, and any other required materials.

### **16.0 TRAFFIC CONTROL PLAN**

A Traffic Control Plan is to be designed and submitted for approval by the City and other local agencies. Five copies of the plan are to be submitted for approval. The minimum requirements for traffic control under this section of the specifications are as follows:

1. Indicate the dates and maximum period of time that the road is to be closed or the phasing of construction planned.
2. Indicate the location and description of all signs, barriers, flashers, temporary lights, temporary pavement markings, barriers and other accessory items to be used.
3. Indicate the direction of flow for the traffic. Each direction should be indicated and accounted for.
4. If phasing is to be used, indicate the length of time and traffic flow for each phase. All traffic controls are to be shown for each phase in detail.
5. Minimum signage and barriers are indicated in the sections below.
6. All plans are to comply with the "Manual on Uniform Traffic Control Devices" (MUTCD) and AAHTO standards.

### **17.0 MINIMUM CONTROL**

All controls indicated are minimum requirements. Additional signage and/or barriers may be required. See the traffic plan for details if applicable.

Construction Site:

- Barriers are to be used on both sides of the construction site to prevent pedestrian and vehicular traffic from entering the construction site. Type III barriers across both lanes with flashers and "Street Closed" signs

are the minimum amount of protection required.

- Break-away or energy absorbing barriers are to be used prior to fixed barriers.
- Flashers are to be used where required by “Manual on Uniform Traffic Control Devices” (MUTCD) and AASHTO standards.
- If phasing is to be used a complete phasing plan, traffic plan, and signalization plan are required to be submitted for approval by the Contractor as designed by a CT licensed traffic engineer.

### **18.0 SIGNAGE**

Signage shall include the installation, maintenance, and removal of all signs required for the property traffic control at and around the construction site. This item will include all posts, supports, fasteners, and signs as required by the traffic control plan to be submitted and approved. All signs are to conform to MUTCD and AASHTO standards.

### **19.0 BARRIERS**

Barriers shall be installed where necessary to prevent vehicular traffic from entering the construction area. All barriers shall be installed and conform to MUTCD and AASHTO standards. Through the duration of this Contract, the Contractor shall supply, place and maintain barricades with barricade warning lights where required on each side of the construction limits and approaches thereto. The barricades shall be placed so as to prevent vehicles and pedestrians from entering the construction area.

All barriers are to be type III barriers, cones, drums and or concrete barriers as necessary for traffic and pedestrian control. Break-away and/or other energy absorbing barriers should be used prior to fixed barriers.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost of this work should be included in the price for the “Traffic Control” item in the Proposal.

### **20.0 UNIFORMED TRAFFIC MEN**

The Contractor shall provide the services of uniformed traffic men at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the Engineer may order for the control and direction of vehicular traffic and pedestrians. Unless otherwise required, traffic men shall be off-duty City of El Paso Policemen who shall be paid at the rate stipulated in their Union contract with the City of El Paso. The rate shall include all compensation insurance, benefits and any other cost of liability incidental to the furnishing of the traffic men ordered.

This item is paid to the Contractor as billed from the Police Department, without overhead or profit. Submit the bills and proof of payment for direct reimbursement.

### **21.0 CONSTRUCTION BARRICADES AND SIGNING**

Prior to the start of construction, the Contractor shall submit plans, for the approval of the Engineer, indicating the location and type of barricades and the location and type of signs, including the wording of the signs.

In addition prior to the start of construction, the Contractor shall submit plans, for the approval of the Director of Public Works and the other local regulatory agencies, indicating the signing of any required detour routes and the type of detour signs to be used.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost of this work would be included in the price for the “Traffic Control item in the Proposal.



**Bidder must answer the following questions:**

1. Does the bidder that is making and submitting the bid qualify as a "**Resident Bidder**" or a "**NonResident Bidder**" under Texas Law? If the bidder is a "**Resident Bidder**", please complete and return the **Statement of Residency Form** with your bid.

**Answer:** \_\_\_\_\_

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

**Answer:** \_\_\_\_\_

3. If the answer to Question Number 2 is "Yes", by what amount or percentage must a Texas resident bidder bid under the bid of a resident bidder of that state in order to be awarded a contract on such bid in said state?

**Answer:** \_\_\_\_\_

A "**NonResident Bidder**" will not be awarded this Bid unless the nonresident's bid is lower than the lowest bid submitted by a responsible **Texas Resident Bidder** by the same amount that a **Texas Resident Bidder** would be required to underbid the nonresident bidder to obtain a comparable contract in the state where the nonresident's principal place of business is located. The definitions for the terms "**Bidder**", "**Texas Resident Bidder**" and "**NonResident Bidder**" are included in the "**Instructions to Bidders**" on the last two pages of this bid proposal.

**STATEMENT OF RESIDENCY**

The following information is required by El Paso Water Utilities in order to comply with the provisions of Texas Government Code §§ 2252.001 *et. seq.* Failure to provide the required information may constitute a basis for rejection of your bid. Bidders' cooperation in this regard will avoid costly time delays in the award of bids by El Paso Water Utilities. Failure to provide all required information may result in the apparent low bidder being considered non-responsive and non-responsible, and the second low bidder being considered for award.

**Definitions**

*Resident Bidder:* a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

*Nonresident Bidder:* a person who is not a resident.

*Principal Place of Business in Texas:* a permanent business office located in Texas from which a bid is submitted and from which business activities are primarily conducted for the organization other than submitting bids to governmental agencies, where at least one employee works for the business entity.

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Bidder's Complete Company Name: \_\_\_\_\_

State the address of your principal place of business in the space provided below:

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

State the nature of the business conducted at your principal place of business in the space provided below:

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

State the number of employees you have at your principal place of business: \_\_\_\_\_

*I swear and attest that the information provided above is true and correct as of the date \_\_\_\_\_ ("Bidder") submitted its bid on Bid No. \_\_\_\_\_. I further attest that I am an authorized representative of Bidder or have been duly authorized to represent Bidder in this matter. I understand that the information provided is being relied on by El Paso Water Utilities in order for it to comply with state purchasing laws and will materially affect its decisions in this regard. Should the information provided be false or materially misleading, any contract entered into between El Paso Water Utilities and Bidder will be void and El Paso Water Utilities may pursue any legal claims it may have against Bidder.*

[SIGNATURE ON NEXT PAGE]

By: \_\_\_\_\_  
Contractor Name  
Name: \_\_\_\_\_  
Owner  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF \_\_\_\_\_ §**

**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



**1. TYPE AND TERM OF CONTRACT:**

This is a **Good(s) and/or Service(s) Contract**, under which El Paso Water Utilities shall order all of its requirements for the good(s) and/or service(s) described within this bid proposal from the lowest, responsible, responsive bidder, hereinafter referred to as Contractor, for the duration of the contract.

**Note:** Good(s) and/or Service(s) will be ordered on “**as-required**” basis.

The **Contract** to provide **Demolition services** shall be from **AWARD OF BID** by the Public Service Board for a term of two years. Upon mutual agreement, the contract may be extended under the same terms and conditions for one additional one year extension.

Bidders are advised that only bids with a firm, fixed price, F.O.B., El Paso Texas for the above listed time period will be considered. **Bids not complying with this provision may be disqualified.**

When the successful supplier cannot furnish the required **Demolition Services** within the delivery time specified above, the Utility reserves the right to obtain **Demolition Services** from any available source and bill the successful supplier for any additional cost over the bid amount.

**2. INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- a. The Utility has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the Utility.
- b. The Utility does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**3. INVOICES AND PAYMENTS:**

- a. The Contractor shall submit invoices, in single copy, for each contract. Invoices covering more than one contract will not be accepted.
- b. If transportation costs are allowed in the bid a separate line item will be included in the proposal.
- c. Invoices shall reflect the Contract Number and/or the Purchase Order Number.
- d. Do not include Federal tax, State tax, or City Tax. El Paso Water Utilities shall furnish tax exemption certificate upon request.
- e. Discounts will be taken from the date of receipt of services or date of invoice, whichever is later.
- f. El Paso Waters Utilities' obligation is payable only and solely from funds available for the purpose of this contract for good(s) and/or service(s). Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for good(s) and/or service(s) will be returned to the Contractor by El Paso Water Utilities.
- g. Mail invoices to:  
**El Paso Water Utilities Accounting Department**  
**P.O. Box 511**  
**El Paso, Texas 79961-0511**
- h. Contractor shall advise the Purchasing Department of any changes in its remittance addresses.
- i. All proper invoices received by El Paso Water Utilities will be paid within 30 days of El Paso Waters Utilities' receipt date of the invoice.
- j. If partial shipments or deliveries are authorized by El Paso Water Utilities, the Contractor shall



be paid for the partial shipment or delivery as stated above.

- k. El Paso Water Utilities may withhold or off set the entire payment or part of any payment otherwise due to a Contractor, if good(s) or service(s) is/are defective or non-conforming.

**4. INDEMNIFICATION:**

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD El Paso Water Utilities, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against El Paso Water Utilities as required by law, El Paso Water Utilities will promptly forward to Contractor every demand, notice, summons or other process received by El Paso Water Utilities in any claim or legal proceedings contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause the to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of El Paso Water Utilities all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of El Paso Water Utilities in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by El Paso Water Utilities including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. El Paso Water Utilities, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of this interest. El Paso Water Utilities will not be responsible for any loss or damage to the Contractor's property from any cause.

**5. GRATUITIES:**

El Paso Water Utilities may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by El Paso Water Utilities that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of El Paso Water Utilities with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by El Paso Water Utilities pursuant to this provision, El Paso Water Utilities shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**6. TERMINATION:**

**I. TERMINATION FOR CONVENIENCE**

El Paso Water Utilities may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to El Paso Water Utilities to be paid the Contractor. If the Contractor has any property in its possession belonging to El Paso Water Utilities, the Contractor will account for the same, and dispose of it in the manner El Paso Water Utilities directs.

**II. TERMINATION FOR DEFAULT**

If the Contractor fails to comply with any provision of the contract, El Paso Water Utilities may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract, with a copy to Surety, if applicable, setting forth the manner in which the Contractor is in default. The contractor will be given an opportunity to correct the problem within a reasonable amount of time as specified by El Paso Water Utilities before termination notice is rendered. El Paso Water Utilities shall

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have the right to immediately terminate the Contract for default if Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Contract.

If El Paso Water Utilities terminates this Contract because the Contractor failed to perform the services as required by the Contract, El Paso Water Utilities shall have the right to obtain like services from another vendor in substitution for those due from the Contractor. The cost of substitute services shall be determined by informal or formal procurement procedures as required by the Local Government Code. El Paso Water Utilities may recover the difference between the cost of the substitute services and the Contract price from the Contractor as damages. El Paso Water Utilities may deduct the damages from Contractor's account for services rendered prior to the termination or services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of El Paso Water Utilities to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

**7. FORCE MAJEURE:**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

**8. AVAILABILITY OF FUNDS:**

The awarding of this contract is dependent upon the availability of funds. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by El Paso Water Utilities.

**9. VENUE:**

Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.

**10. CONTRACT ADMINISTRATION:**

Administration of this Contract, on behalf of El Paso Water Utilities, is the responsibility of Levi Chacon, Purchasing Agent, Purchasing and Contract Administration, who is your point of contact for general information or specific matters concerning this contract. Levi Chacon can be reached by telephone at (915) 594-5625 or by FAX at (915) 594-5689. Correspondence should be addressed to: El Paso Water Utilities,

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Purchasing and Contract Administration, Attn: Levi Chacon, 1154 Hawkins Blvd. El Paso, TX 79925.  
Please refer to Bid Number or Contract Number in all correspondence.

**11. INSURANCE:**

For the duration of this contract and any extension hereof, Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable: Workers' compensation, Automobile Liability insurance and Commercial General Liability insurance: (a) Covering contractor and its employees and (b) For the protection of the general public and El Paso Water Utilities for bodily or wrongful death and property damage in the limits indicated in the following table. Insurance shall be procured from insurers or indemnity companies acceptable to Owner. Insurance or Indemnity Company furnishing insurance for the Contract shall be authorized to do business in Texas.

<b>INSURANCE REQUIREMENTS</b>				
<b>LIMITS OF COVERAGE FOR ALL GOODS AND SERVICES</b>	<b>AUTOMOBILE {Combined Single Limit} Per Accident</b>	<b>COMMERCIAL GENERAL LIABILITY {Combined Single Limit} <u>Per Project</u></b>	<b>WORKERS' COMPENSATION {Employers' Liability} Per Accident Per Employee Per Disease</b>	<b>UMBRELLA {Combined Single Limit}</b>
<b>CONTRACT PRICE LESS THAN \$100,000:</b>  Occurrence General Aggregate Products/Completed Operations Aggregate	\$300,000	\$ 500,000 \$ 500,000 \$1,000,000	\$ 500,000 \$ 500,000 \$ 500,000	Not applicable
<b>CONTRACT PRICE EQUAL TO \$100,000 OR GREATER AND LESS THAN \$500,000:</b>  Occurrence General Aggregate Products/Completed Operations Aggregate	\$500,000	\$ 500,000 \$1,000,000 \$1,000,000	\$ 500,000 \$ 500,000 \$ 500,000	Not applicable
<b>CONTRACT PRICE EQUAL TO OR GREATER THAN \$500,000 AND UP TO AND INCLUDING \$10,000,000:</b>  Occurrence General Aggregate Products/Completed Operations Aggregate	\$1,000,000	\$1,000,000 \$2,000,000 \$2,000,000	\$1,000,000 \$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000

CONTRACT PRICE GREATER THAN \$10,000,000:				
Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
General Aggregate		\$2,000,000	\$1,000,000	\$5,000,000
Products/Completed Operations Aggregate		\$2,000,000	\$1,000,000	

With respect to the above required insurance, El Paso Water Utilities and its officers and employees shall be named as additional insureds as their interests may appear. El Paso Water Utilities shall be provided with 30 days advance notice, in writing, of any cancellation or material change. El Paso Water Utilities shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

**NOTE:** The insurer waives any right of subrogation it may acquire against the Owner, its partners, agent and employees.

**Notices and Certificates required by this contract clause shall be provided to:**

El Paso Water Utilities  
Purchasing and Contract Administration Department  
Attn: Levi Chacon, Purchasing Agent  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Failure to submit insurance certification may result in contract cancellation.**

**Exception for insurance requirements:**

Above mentioned insurance conditions are not required if **all** quoted items on this bid proposal are to be delivered through an independent carrier and the bidder’s personnel or bidder’s subcontractors and are not required to enter El Paso Water Utilities premises. **(Bidder is only responsible for obtaining proper insurance requirements from their selected independent delivery carrier)**

**Please refer to Bid Number/Contract Number and Title in all correspondence.**

**12. CONE OF SILENCE**

The “Cone of Silence” is imposed upon each RFP, RFQ or Bid from the time of advertising until it is posted on the Public Service Board Agenda for award. The Cone of Silence prohibits communications with El Paso Water Utilities employees to attempt to influence the purchasing decision. As such, the Cone of Silence prohibits any communication regarding RFP’s, RFQ’s or Bids between, among others:

- ) Potential vendors, service providers, bidders, or consultants and El Paso Water Utilities employees.
- ) Potential vendors, service providers, bidders, or consultants, any member of the Board, the President/CEO, or their respective staff and members of the respective selection committee.

The provisions do not apply to, among other communications:

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- ) Oral communications with Sr. Purchasing Agent, Purchasing Agent, Contracts Developer Coordinator, or Procurement Analyst, provided the communications is limited strictly to matters of process or procedure already contained the solicitation document;
- ) The provisions of the Cone of Silence do not apply to oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly notice public meeting, public presentations made to the President/CEO and Board members during a duly noticed public meeting; or
- ) Communications in writing at any time unless specifically prohibited by the applicable, RFP, RFQ or bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's RFP, RFQ or bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to El Paso Water Utilities General Counsel and the Purchasing Agent.

The "Cone of Silence" applies to any and all potential subcontractors as well.

This bid will be awarded by the Public Service Board at their regularly scheduled meeting.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



## Instructions - Form 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. "Interested Party" means a person:
  - a. Who has a controlling interest in a business entity with whom a governmental entity contracts; or
  - b. Who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
2. "Intermediary" means "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
  - a. Receives compensation from the business entity for the person's participation;
  - b. Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - c. Is not an employee of the business entity
3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.
4. "Contract" includes an amended, extended, or renewed contract.
5. "Controlling Interest" means:
  - a. An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
  - b. Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
  - c. Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

**A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

# INSTRUCTIONS TO BIDDERS

1. Bidders **MUST** use the form and format included in this bid document and provides all required information. The Bid Proposal shall be mailed to the Purchasing and Contracts Administration Department, El Paso Water Utility, El Paso, Texas 79961 or delivered to the Purchasing and Contracts Administration Department, El Paso Water Building, first floor, 1154 Hawkins Boulevard, El Paso, Texas 79925 prior to the date and time specified in this bid document. Bids received after the date and time shall be returned unopened to the Bidder.
2. The unit price of each item must be given in the column headed 'Unit Price' and must be for the particular unit of measurement specified in the column headed 'Unit'. In addition, the price per unit shall be multiplied by the total number of units and the total shown in the column for 'Total Cost'. If there is a discrepancy between the unit price and the total cost, the **unit price shall prevail**.
3. When a bid is requested for a particular item by brand name or other form of identification and the words '**or approved equal**' are used, Bidders may bid on items manufactured by other companies, provided the substituted article(s) is clearly described in terms of trade name, grade, capacity, etc. Sufficient information **MUST BE INCLUDED WITH THE BID SUBMITTAL** to permit El Paso Water to evaluate the item(s) for compliance with bid specifications. **BIDDERS WHO FAIL TO INCLUDE THIS INFORMATION WITH THE BID SUBMITTAL MAY BE DISQUALIFIED.**
4. Additional information not requested in the bid specifications, but felt to be pertinent by the Bidder, may be included as annotations or attachments to the Bid Proposal.
5. When a date is set for merchandise to be received or for work to be performed, the merchandise **MUST BE DELIVERED OR THE WORK PERFORMED** on or before the specified date; if not, the Purchase Order or Master Contract to the delinquent party may be canceled. If the Purchase Order or Master Contract is canceled, El Paso Water Utility shall have the right to buy the merchandise or have the unfinished work completed by another bidder. Any excess in cost for the same item(s) or service over the price specified in the Bid Proposal that was accepted by the Public Service Board will be deducted from any money deposited with this bid or subsequently due. El Paso Water Utility reserves the right to delete the company from the Bidders List for up to twelve months.
6. All bids **MUST BE F.O.B. DESTINATION**. All reductions or refunds on freight charges will be for the account of El Paso Water Utility.
7. The Bid Submittal shall remain subject to acceptance for (90) Ninety days after the bid opening.
8. Bidders are invited to be present at the opening of bids.
9. Unless otherwise specified in the Bid Proposal, award of the bid shall be made by individual item to the lowest responsible bidder meeting specifications for the goods and/or services described in the Bid Proposal. A Bidder may qualify their bid by indicating that is based on 'All or None' for either all or part of the items.
10. The Public Service Board is not bound by the issuance of this Bid Proposal to award a contract. Any resulting order will be awarded to the lowest and best qualified responsible bidder whose bid, conforming to the Bid Proposal, is most advantageous to El Paso Water Utility. If deemed to be in the best interest of El Paso Water Utility, the Public Service Board reserves the right to reject any or all bids, award a contract for the items, either in whole or part and/or waive any irregularities. However, the contract may not be awarded to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. If the funding of the contract involves federal funds, then the contract will be awarded to the lowest and best qualified responsible Texas resident or nonresident bidder whose bid, conforming to the Bid Proposal, is most advantageous to El Paso Water Utility.

## DEFINITIONS:

**BIDDER** - means a person, partnership or corporation making a proposal for the performance of the work covered by the contract documents and may be a '**Texas Resident Bidder**' or a '**Nonresident Bidder**'.

**TEXAS RESIDENT BIDDER** - means a bidder whose principal place of business is in this state and includes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

**NONRESIDENT BIDDER** - means a bidder whose principal place of business is not in this state but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

11. A Bidder may withdraw their bid at any time prior to the date and time of bid opening, provided written authorization is presented to the Purchasing Agent by an officer of the firm that submitted the bid.
12. Any additional information about this bid and/or complaints, questions or comments about the bid of another vendor must **be submitted to the Purchasing Agent within 24 hours** after the bids are opened for the information or complaint to be

considered.

## INSTRUCTIONS TO BIDDERS CONTINUED

13. Reference bid proposal for insurance requirements.
14. Each bid MUST be accompanied by Bid Security made payable to El Paso Water Utility in an amount of five (5) percent of the Bidder's total bid and in the form of a certified or cashier's check or a Bid Bond. The Bid bond (and performance and Payment bond when required) shall be in the form prescribed by applicable laws and regulations including, but not limited to, Chapter 2253 of the Texas Government Code and Section 7.19-1 of the Texas Insurance Code. **The bond shall be executed by a Surety authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.** This Bid Security is provided as a guarantee that the Bidder, if awarded a contract, will execute the contract (Purchase Order of Master Contract) to provide the material, supplies, equipment and/or services. **FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.** THE BID SECURITY SHALL BE FORFEITED AND EL PASO WATER UTILITY SHALL THEN HAVE THE RIGHT TO MAKE THE AWARD TO THE NEXT LOWEST RESPONSIBLE, RESPONSIVE BIDDER OR ASK FOR NEW BIDS. The Bid Security of all bidders will be retained by El Paso Water Utility until award of the contract to the successful Bidder by the Public Service Board. After award of the contract, the Bid Security of the successful Bidder will be retained by El Paso Water Utility until receipt of the Performance Bond and/or Payment Bond (if required). Upon receipt of the Performance Bond and/or Payment Bond, the Bid Security will be returned. The Bid Security of the next two low bidders will be retained until execution of the successful Bidder's contract and will then be returned. The Bid Security of all remaining Bidders will be returned after award of the Bid by the Board.
15. The successful Bidder will be required to obtain a Performance Bond and Payment bond (when required) for one hundred percent (100%) of the bid as security for the faithful performance and payment of all of the Bidder's obligations. All bonds shall be in the form prescribed by all applicable laws and regulations including, but not limited to, Chapter 2253 of the Texas Government Code and Section 7.91-1 of the Texas Insurance Code. **The bonds shall be executed by a Surety which is authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.** All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. **IF THE SUCCESSFUL BIDDER FAILS TO FURNISH THESE BONDS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF WRITTEN NOTIFICATION OF THE BID AWARD, THEIR BID SECURITY SHALL BE FORFEITED.** El Paso Water Utility shall then have the right to make the award of a contract to the next lowest responsible, responsive bidder or to ask for new bids.
16. To the fullest extent permitted by laws and regulations, Bidders shall indemnify and hold harmless El Paso Water Utility, The Public Service Board, its officers, agents and employees from and against all claims, damages, losses and expenses; direct, indirect or consequential (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of its obligations under this contract and the contract documents.
17. The Bid Proposal MUST be signed by an authorized agent of the bidding company. Failure to sign the Bid Proposal or signing it with a false statement shall void the submitted bid or any resulting contract (Purchase Order or Master Contract) and the bidder may, at the option of the Public Service Board, be removed from the bid list.
18. By signing the Bid Proposal, the Bidder affirms that he has not given or offered to give nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, favor or services to an employee or official of El Paso Water in connection with the submitted bid.
19. These INSTRUCTIONS TO BIDDERS, the Bid Proposal and all other contract documents shall constitute a binding and enforceable contract with El Paso Water. Upon award of the bid by the Public Service Board, the Bidder hereby agrees that the signature of its duly authorized agent on the first page of the Bid Proposal shall bind the Bidder to all terms and obligations of the INSTRUCTIONS TO BIDDERS, Bid Proposal and other contract documents.
20. This bid specifically prohibits communications in writing addressed in the final bullet of the cone of silence.