

INVITATION FOR BIDS {PRIVATE}

(Must be modified if applicable State or local law so requires)

The County of El Paso will receive Bids for Reconstruction of Roads in Eubanks Unit 3, Bid #09-081, until 2:00 P.M., on Wednesday, October 28, 2009, at the County Purchasing Department, 800 E. Overland, Suite 300, El Paso, Texas 79901 at which time and place all bids will be publicly opened and read aloud.

Bids are invited upon the several items and quantities of work as follows:

BASE BID

The project consists of but is not limited to the following:

Contract Documents, including Drawings and Technical Specifications, are on file at the office of the County Road and Bridge Department at Room 401 County Courthouse Building.

Any additional information required by interested vendors must be submitted in writing to the attention of the County Purchasing Agent before Tuesday, October 20, 2009, at 12:00 p.m.

Copies of the Contract Documents may be obtained for a non-refundable sum of \$50.00 per each set of the documents at the office of the County Purchasing Agent, 800 E. Overland, Rm 300, El Paso, TX, 79901, telephone number (915) 546-2048. Payment for the Contract Documents may be by check or money order payable to the order of El Paso County.

A certified cashiers check, payable to the order of El Paso County or a satisfactory Bid Bond in the amount equal to five percent (5%) of the total contract price, executed with a surety company authorized to do business in the State of Texas and must be included in the bid package.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The County of El Paso reserves the right to reject any or all Bids or to waive any technicalities in the bidding.

Bids may be held by the County of El Paso for a period not to exceed ninety (90) days, or such longer time as may be required by the funding agencies, from the date of the bid opening for the purpose of reviewing the for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

INSTRUCTIONS TO BIDDERS

1. BID FORMS

These Contract Documents include a complete set of bidding and contract forms, which are for the convenience of bidders.

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County of El Paso Purchasing department. Any inquiry received prior to Tuesday, October 20, 2009 will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the County Purchasing department at least five days before Bids are opened. In addition, all addenda will be faxed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint him/herself with the existing conditions there relating to construction and labor, and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the County of El Paso and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations; excisions or special conditions shall be made or included in the Bid Form by the Bidder.

CONTRACT AGREEMENT

WITNESSETH, that the Contractor and Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project, namely, as described in the BASE BID, and required supplemental work for the Reconstruction of Roads in Eubanks Unit 3, all in strict accordance with the Contract Documents including all addenda thereto, numbered, dated _____, and _____ dated _____, all as prepared by _____ acting and in these Contract Documents Preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price The Local Public Agency will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the Contract price stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Section 109 hereof.

ARTICLE 3. CONTRACT. The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions
- g. Technical Specifications
- h. Drawings (as listed in the Schedule of Drawings)
- i. Prevailing wage rates

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are fully a part of the Contract as if hereto attached or herein repeated forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in 4 original copies on the day and year first above written.

_____ By
 _____ Title

_____ By
 _____ Title

BID FORM (LUMP SUM CONTRACT)

Place County of El Paso Purchasing Department

Date _____

Project No. 09-081

Proposal of _____ (hereinafter called Bidder), a corporation organized under the laws of the State of _____/a partnership/an individual doing business as _____ (strike out inapplicable references).

To the _____ (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the Reconstruction of Roads in Eubanks Unit 3 that consists of the following:

The project consists of but is not limited to the following:

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies: and to construct the project in accordance with the Contract Documents within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed: of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

Bidder acknowledges receipt of the following addenda:

Date	Addendum Number
_____	_____
_____	_____

BASE PROPOSAL: Bidder agrees to perform all of the paving and concrete curb work and relocation of all manholes, valve boxes and utilities as necessary and work described in the specifications and shown on the plans for the sum of (\$_____)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

Please do not include tax, as the County is tax exempt. The County will sign tax exemption certificates covering these items. Please submit one (1) original copy and two (2) duplicate copies of you bid response.

Company	Address
Federal Tax Identification No.	City, State, Zip Code
CIQ Document Number	CIQ Sent Date
Representative Name & Title	Telephone
Fax Number	E-mail
Signature	

UNIT PRICES

For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT COST</u>
DEMOLITION		
Pavement Removal & Disposal	SY	\$ _____.
Driveway Entrances Removal & Disposal	SY	\$ _____.
TYPE I ROADS STREET IMPROVEMENTS		
Excavation & Disposal	CY	\$ _____.
8" Compacted Subgrade	SY	\$ _____.
6" Flexible Base (C.S.B.)	CY	\$ _____.
Existing Paving Recycling Into Sub-Base	SY	\$ _____.
Prime Coat	Gallons	\$ _____.
1 1/2" Pavement (HMAC)	SY	\$ _____.
18" x 6" Concrete header curb	LF	\$ _____.
UTILITY IMPROVEMENTS – ALTERNATES		
1. Adjustment of Water Valve Boxes to Match New Grades	EA	\$ _____.
2. Adjustment of Manhole Covers to Match New Grades	EA	\$ _____.
3. Relocation of Fire Hydrants Outside New Conc. Curb & Gutter	EA	\$ _____.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the GENERAL CONDITIONS.

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Bids are invited upon the several items and quantities of work as follow:

BASE BID. Bidder agrees to perform all of the demolition & disposal of existing pavement (may be recycled into the new flexible sub-base with Owner's approval) and driveway entrances, installation of new concrete header curb (18" long & 6" deep) and new pavement (Hot Mix Asphaltic Concrete, prime coat, flexible base & compacted sub grade) and work described in the specifications and shown on the plans.

Alternate 1. Adjustment of Water Valve Boxes to Match New Grades

Alternate 2. Adjustment of Manhole Covers to Match New Grades

Alternate 3. Relocation of Valve & Water Meter Boxes and Fire Hydrants Outside New Conc. Curb & Gutter

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