

A D D E N D U M N O. 1

to the

CONTRACT DOCUMENTS

FOR

RECYCLE WASTE TRANSFER STATION PROJECT

FOR

CALHOUN COUNTY, TX

BID NUMBER 2024.04

FEBRUARY 23, 2024

RELEASE DATE: FEBRUARY 28, 2024



Prepared by:

G&W Engineers, Inc.

205 West Live Oak
Port Lavaca, Texas 77979
(361) 552-4509

Approved By:



Scott P. Mason, P.E.

Scott P. Mason, P.E.
Texas Serial No. 127893

Date: **02.23.24**

Clarifications to the original Contract Documents, Contract Drawings and/or Specifications have been deemed necessary, and in certain cases, revisions to the original Contract Documents, Contract Drawings and/or Specifications are required. If discrepancies and/or inconsistencies exist between these specified revisions and the original Contract Documents, Contract Drawings and/or Specifications, said Addendum No. 1 shall govern.

CLARIFICATIONS:

1. Forms required with proposal as part of the bid package will be acceptable with signature using electronic signature.
2. The Pre-Bid meeting minutes, questions and RFI answers shall be incorporated into the Contract Documents and be officially binding.
3. Submission of a bid with “Clarifications” or “Exclusions” and/or any other stipulations will not be accepted. It shall be the Bidder responsibility to provide a complete bid and ask any questions necessary within the questions period.
4. This project is TAX EXEMPT. Owner will provide a tax-exempt certificate to awarded contractor after contract execution.
5. SAM.gov form, proof, etc. is not required at this time to be submitted with the bid documents. Bidder can still submit if they choose, however, not submitting this will not disqualify the bid. County can elect to request documentation after award if necessary or required.
6. G&W will include on the G&W produced bid tabulations accounting for the testing allowances added to the project and contract. The bidder shall fill in “bid amounts” as normal. Bidder will **not** have to factor or account for any of the testing allowances into the total dollar amount written on the bid form or any of the bid items.

BID FORM “BID” (ITEM 3 FROM TABLE OF CONTENTS)

REMOVE: Entire Section
REPLACE with: “Revised” Section Attached to Addendum DATED 02/28/2024

ITEM 10 FROM TABLE OF CONTENTS

INSERT: Item 10 Certification Regarding Debarment & Suspension and other Responsibility Matters attached to this Addendum No. 1.
REASON: *It was inadvertently left out of the contract documents.*

TECHINICAL SPECIFICATIONS

INSERT: Technical Specification No. 01210 “ALLOWANCES”

Recycle Waste Transfer Station Project 2024.04

Pre-Bid Meeting 02-15-24 Calhoun County Commissioner Courtroom.

Meeting Minutes

- Meeting Starts: 10:00 AM
- Scott Mason calls meeting to order
- Will need to turn 3 physical copies / 1 electronic copy
- Bids due: March 12th @ 2PM
 - To be turned in to Judges office
- Last day to receive questions is February 22nd @ 2 PM
 - Prefer to ask questions on CIVCAST
- 5% required BID Bond
- Bid Proposal Form
 - Can write in, but must be able to read hand writing
- May be an Addendum 1 modify break out bare bid/ owner options
 - May have to do meet budget requirements, but will not affect quantities.
- Specification Notes Sheets
 - Must be turned in
 - Calendar dates must be filled in
 - Acknowledge and sign Addendum #1
- SAM.GOV if you're registered ok, but if no registered that's ok. May not need SAM.GOV form, but it will be addressed during Addendum.
- County is strict on answering questions within timeline of Bids/form in Bid package.
- 1295 form will be done when awarded contract
- Did include GeoTech in Bid proposal
- Topo survey
 - Included the Area used for Solid Waste Proposal
 - Make sure aware of where that area is located there
- Building 70x75 on Civil Site Plan. Structural Foundation and Architect the building is 71x76 which is correct.
- Staking not included
 - G&W can verify or work with the contractor to ensure contractor measurements are correct. G&W can provide CAD file after contract is executed.
- Architectural Notes
 - Column spacing is required
- Please not page S0.0 #3 foundation detail (GeoTech)
- The building is a Transfer Station for recycle
 - Truck will go to this building dump on floor, then machinery will then pick up and put in bins. Finally other trucks will come pick up bins and drive them to Corpus Christi, TX.

- Discussions and questions were had and it was discussed that official answers to these questions would be posted in an addendum to CivCastUSA.
- Meeting was adjourned.

RECYCLE WASTE TRANSFER STATION PROJECT 2024.04

CIVCASTUSA Q/A

1. Is the contractor responsible for providing a windstorm engineer to inspect and certify the metal building to TDI?
 - Contractor is **NOT** responsible for providing windstorm engineer to inspect and certify building construction to TDI. G&W Engineers, Inc. has been contracted to perform windstorm inspections and submit necessary paperwork to TDI.
2. Would you please post the pre-bid meeting attendees list?
 - Pre-Bid Sign in has been posted and uploaded to CIVCASTUSA
3. Will the contractor have site access to water for compaction efforts?
 - Contractor will have access to free water for construction approximately 3 miles away at the Pct. #2 County Barn which can fill 2,000 gallons in 20 minutes and then truck back to site. Or account for paying for water from City of Port Lavaca and trucking to site.
4. Does the engineer have any cut to fill quantities or a take off on the needed amount of fill for the subgrade on the roadway sections under limestone?
 - Cut/fill quantities were not calculated for the project for the amount of fill under the roadway. It will be up to the contractor to account for quantities required.

PRE-BID MEETING Q/A

Questions:

5. Does the County take care of 3rd party testing?
 - 3rd Party Testing to be paid for by contractor. We have added an allowance for 3rd party testing to be included in the final contract price. Bidder does not need to account for this in the bid form on any items or totals. G&W will add this to the contract price when G&W constructs the bid tabulation tables. However, it shall be noted that failed test, re-testing and associated fees shall not be pulled/used from the allowance. Please see addendum and technical specification for "Allowances".
6. It states in the general notes of structural that County (Owner) will pay for testing?
 - Specification 01410 shall govern over the plans when it comes to testing. Please see answer above.

7. Do you know if the County will require building permits?
 - Contractor will **not** have to apply for any County building permits, site located outside of city limits.
8. Gate access?
 - County will put a combination lock so contractors can come and go, without having employees being there.
9. Any control points to work off of?
 - Yes, control points/benchmarks are provided on the plans
 - Will not be able to provide a CAD file during bidding process but after award and contract execution we can give access to a CAD file of the project.
10. Any digging contractor has to do to stabilize dirt?
 - Yes, the road will need to be dug out per the plan grades, stabilize the subgrade and then base course will go down.
 - If you have excess dirt, it can be piled/ left on property, anticipated to be within 100 ft+/- away from project area.
11. Is this site big enough of 1 AC of Disturbance (SSWP)?
 - The project area is anticipated to be 1 ac or less.
12. Metal building manufacturer may ask about cross bracing, we are open to it.
 - Bracing of most bays is acceptable. Not opposed to rigid or cable bracing on vertical walls. Roof bracing if required shall not limit the clearance height for working machinery inside the building lifting loads into bins.
13. Drainage gutters need to clear?
 - We do not intend for underground drainage of the gutter system. Simple Splash pads shall be provided to direct the water to the sides of the building/yard and flow overland.
14. In GeoTech also allowed suspended slab?
 - Yes, however, we have elected to design the building with spread footing due to ground water and depth of drilled shafts necessary. It will be required to construct the foundation as structural engineer has designed.
15. Can we use select fill from local places?
 - Yes, but need to meet project plans and specifications.
16. Questions during construction about construction joints.
 - We will be open to contractor questions and will entertain alternative construction joints with awarded contractor.

PROJECT NAME: Bid Number 2024.04 - Recycle Waste Transfer Station Project

DUE DATE: Tuesday, March 12, 2024 before 2:00:00 p.m.

NAME: _____

WORK SCOPE is Bids are invited for items and quantities of work generally as follows: a new 5,250 SF Recycling Transfer Station Building. The structure will be a pre-engineered Metal building. The facility will have reinforced concrete foundation, various concrete (push) walls, grading of the site, drainage improvements, new limestone roadway pavement and concrete approach ramps.

BASE BID				
Item	Quantity	Unit	Unit Price	Total Bid Price
1. Furnish all necessary equipment, materials, and labor for mobilization, demobilization, barricades, and insurance.	1	LS		
2. Furnish all necessary equipment, materials, and labor for the installation of the building foundation complete in place, including select fill as designed and includes incorporated concrete push walls and in accordance with the drawings and specifications	1	LS		
3. Furnish all necessary equipment, materials, and labor for the installation of the pre-engineered metal building, siding, gutter system, and roof in accordance with the drawings and specifications. This item includes any engineering cost/fees to receive stamped PEMB drawings from manufacturer.	1	LS		
Total Base Bid				

OWNER'S OPTIONS				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 1) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick reinforced concrete pavement in accordance with the drawings and specifications	3,470	SF		

OWNER'S OPTIONS Continued..				
Item	Quantity	Unit	Unit Price	Total Bid Price
Option 2) Furnish all necessary equipment, materials, and labor for the installation of the 8" thick limestone pavement (complete in place and in final position) in accordance with the drawings and specifications	17,160	SF		
Option 3) Furnish all necessary equipment, materials, and labor for the installation of the 24" HDPE storm pipe in accordance with the drawings and specifications	77	LF		
Option 4) Furnish all necessary equipment, materials, and labor for the installation of the 15" HDPE storm pipe in accordance with the drawings and specifications	77	LF		
Option 5) Furnish all necessary equipment, materials, and labor for the installation of the precast concrete safety end treatments for 15" storm pipes in accordance with the drawings and specifications	2	EA		
Option 6) Furnish all necessary equipment, materials, and labor for the installation of the precast safety end treatments for 24" storm pipes in accordance with the drawings and specifications	2	EA		
Option 7) Furnish all necessary equipment, materials, and labor for the installation of the drainage swales in accordance with the drawings and specifications	370	LF		
Option 8) Furnish all necessary equipment, materials, and labor for the installation of the general fill material and site grading in accordance with the drawings and specifications. Use/reuse of excavated onsite materials from foundation excavation acceptable.	1	LS		

Note: The award will be based on the BASE BID with consideration of the Owner's Options 1 through 8. The Owner reserves the right to choose all, none or any combination of the Owner's Options at their discretion.

CERTIFICATION REGARDING DEBARMENT & SUSPENSION AND OTHER RESPONSIBILITY MATTERS

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Implementation in the SRF Programs

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01210 - ALLOWANCES

PART I - GENERAL

I.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual services, materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Testing allowances.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual services, materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Engineer of the date when final selection of service provider described by an allowance must be completed to avoid delaying the Work.
- B. At Engineer's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

- C. Execute agreement from the designated service provider.

1.5 SUBMITTALS

- A. Submit proposals for purchase of services included in allowances, in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices to show actual quantities of services provided for the project for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for coordination of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates/schedules as required to coordinate these services.

1.8 TESTING ALLOWANCES

- A. Use the testing allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the testing allowance are included in the allowance and are not part of the Contract Sum. These costs include coordination, meetings, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the testing allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where

applicable.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower- priced materials or systems of the same scope and nature as originally indicated.
- C. Deniable use of allowance, shall include:
1. Re-testing, additional services, additional trips, and additional overhead associated with failed test. Reference technical specification 01410.
 2. Testing fees completed outside of normal business hours and days, which are the result of being behind schedule or lack of preparation and/or scheduling.
 3. Invoices received after close-out of the project and retainage released. It shall be the CONTRACTOR's responsibility to ensure all invoices are paid and received prior to close out.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DOCUMENTS/RESULTS

- A. All testing results shall be made available to ENGINEER at all times, and

testing service provider shall provide a copy of results to ENGINEER at the time they are transmitted to CONTRACTOR.

3.2 PREPARATION

- A. Coordinate services for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1 (Base Bid) (To be included in final/total contract cost/price) (Testing): Include the net sum of Fifteen Thousand Dollars (\$15,000.00) to be used as directed by the Engineer for making change orders associated with testing for the betterment of the project. All change orders using monies from this allowance will be coordinated and approved by the Owner prior to work being done.
- B. Allowance No. 2 (Owner's Option 1) (To be included in final/total contract cost/price if the owner exercises award of Owner Option) (Testing): Include the net sum of Two Thousand Five Hundred Dollars (\$2,500.00) to be used as directed by the Engineer for making change orders associated with testing for the betterment of the project. All change orders using monies from this allowance will be coordinated and approved by the Owner prior to work being done.
- C. Allowance No. 3 (Owner's Option 2) (To be included in final/total contract cost/price if the owner exercises award of Owner Option) (Testing): Include the net sum of Two Thousand Five Hundred Dollars (\$2,500.00) to be used as directed by the Engineer for making change orders associated with testing for the betterment of the project. All change orders using monies from this allowance will be coordinated and approved by the Owner prior to work being done.

END OF SECTION