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| CHANGE ORDER NO. 2 (Final) | | Page 1 of 3 |
| PROJECT: Vista Del Este Water Distribution System | | DATE OF ISSUANCE: December 18, 2020 |
| OWNER: | COUNTY OF EL PASO PUBLIC WORKS DEPARTMENT 800 E. Overland, Ste. 200 El Paso, Texas 79901 | BID NO.: 19-028 |
| Contractor: | CMD Endeavors, Inc. 1510 N. Zaragoza, Ste. B1 El Paso, TX 79936 | Engineer: CEA Group 813 N. Kansas, Ste. 300 El Paso, Texas 79902 |
| CONTRACT FOR: | Vista Del Este Water Distribution System | ENGINEER'S PROJECT NO.: 1025-001 |

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| YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS: |
| 1. The Contractor is directed to proceed with Proposal #7, which requires the reconnection to the 6-inch existing stand-pipe per Standpipe Connection II detail provided. |
| 2. Backcharges due to the water services leaks found on the field by EP County Water System Superintendent. |
| 3. Adjustment of Final Quantities & Dates. |

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| PURPOSE OF CHANGE ORDER: <i>DESCRIBE WHAT BROUGHT ABOUT THE NEED FOR THE CHANGE ORDER.</i> |
| 1. At the request by the Owner, the Contractor is directed to reconnect the 6-inch existing stand pipe to the newly installed 6-inch water main across Vista del Este Dr. This change would result in a contract cost to the project of \$2,974.00. An additional one (1) calendar days will be added to the Contract Time. |
| 2. Ninety-six (96) residential leaks were found after the construction of the new water main was completed. This item would result in a contract credit to the project of \$8,203.34. |
| 3. Adjustment of Final Quantities & Dates. This change would result in a contract credit to the project of \$77,890.00. An additional one-hundred five days (95) calendar days will be added to the Final Completion Contract Time. |

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| ATTACHMENTS: |
| 1. CMD's Proposal #7, Dated October 14, 2020. (Attachment A) |
| 2. EP County CMD Backcharges letter, Dated December 9, 2020. (Attachment B) |
| 3. Final Adjustment of Quantities Table (Attachment C) |

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| CHANGE ORDER NO. 2 (Final) | | Page 2 of 3 |
| PROJECT: Vista Del Este Water Distribution System | | |
| CHANGE IN CONTRACT PRICE: | | CHANGE IN CONTRACT TIME |
| ORIGINAL PRICE: | ORIGINAL CONTRACT TIME: | |
| \$ 1,937,000.00 | <i>Original Notice to Proceed Date:</i> <u>October 21, 2019</u> <i>Substantial Completion:</i> <u>270 Calendar Days</u> Due Date: <u>July 16, 2020</u> <i>Final Completion:</i> <u>285 Calendar Days</u> Due Date: <u>July 31, 2020</u> | |
| CONTRACT PRICE PRIOR TO THIS CHANGE ORDER: | CONTRACT TIME PRIOR TO THIS CHANGE ORDER | |
| \$ 1,835,775.00 | <i>Substantial Completion:</i> <u>319 Calendar Days</u> Due Date: <u>September 3, 2020</u> <i>Final Completion:</i> <u>329 Calendar Days</u> Due Date: <u>September 13, 2020</u> | |
| NET INCREASE/DECREASE OF THIS CHANGE ORDER | NET INCREASE/DECREASE OF THIS CHANGE ORDER | |
| - \$ 83,119.34 | <i>Substantial Completion:</i> <u>01 Calendar Days</u> <i>Final Completion:</i> <u>96 Calendar Days</u> | |
| CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS: | CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS | |
| \$ 1,752,655.66 | <i>Substantial Completion:</i> <u>320 Calendar Days</u> Due Date: <u>September 4, 2020</u> <i>Final Completion:</i> <u>425 Calendar Days</u> Due Date: <u>December 18, 2020</u> | |

This amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

ACCEPTED:

by Edith Monter
Contractor

Date 12/18/2020

RECOMMENDED:

by [Signature]
Engineer

Date 12/18/2020

REVIEWED:

by _____
Jesus Garza – Contracts Administrator

Date _____

APPROVED:

by _____
Fernando Hernandez, P.E. – County of El Paso

Date _____

ATTACHMENT

ATTACHMENT A



CMD Endeavors, Inc.
1510 N. Zaragosa, Ste. B1
El Paso, Texas 79936
Bus: (915) 581-5900
Fax: (915) 975-8352

October 14, 2020

El Paso County
C/O CEA Group
Attn: Michael J. Castaneda
813 N. Kansas St. Ste. 300
El Paso, Texas 79902
Bus: (915) 544-5232

RE: County of El Paso – Vista del Este Water Distribution System; Bid No. 19-028
Work Order #7 – 6-Inch Waterline Connection to Existing Stand Pipe at Santiesteban and Vista del Este

Dear Mr. Castaneda,

CMD Endeavors, Inc. is pleased to provide our cost proposal for the additional 6-inch waterline connection to existing stand pipe regarding the County of El Paso, Vista del Este Water Distribution System Project. As requested by the Engineer; there was an additional 6-inch waterline stub-out that needed to be connected to an existing 4-inch stand pipe as part of this project. The proposed connection, consisted of the removal of existing 6-Inch cap, cut and plug the existing stand pipe connection, installation of 20-LF of 4-Inch Waterline, one 6x4 reducer, one 6-inch bend, one 4-inch bend, and connection to existing as requested in the attached detail. Please find below our proposed change order for this scope of work for your consideration.

| | | | |
|---|-------------|-------------------|-------------------|
| 6-Inch Waterline Connection to Existing Stand-Pipe | 1-LS | \$2,974.00 | \$2,974.00 |
| Work Order No. 7 Total: | | | \$2,974.00 |
| Contract Time Extension Requested: | | | 1-Day |

We offer this proposal in its entirety, if a change in scope of work is required CMD will price accordingly. Pavement removal and replacement are excluded. Stand pipe assembly is excluded. Please review our proposal and should you have any question for comments, please feel free to contact our office. Our proposal is good for seven (7) calendar days.

Please let us know if you have any questions regarding the above or enclosed information.

Respectfully,
CMD ENDEAVORS, INC.

Edith Montes
Project Manager

Cc: Christopher Dietrich, Chief Operating Officer, CMD Endeavors, Inc.

"A Faithful Endeavors Corporation"

| WORK ORDER #7: 6-Inch Waterline Connection to Existing Stand Pipe | | |
|---|-------------|-------------------|
| Pipe Material - Clowe and Cowan | 1-LS | \$460.84 |
| Crew Labor for Additional Work | 1-LS | \$1,045.90 |
| Crew Equipment for Additional Work | 1-LS | \$839.62 |
| Subtotal | | \$2,346.36 |
| Allowed Markup on Labor | 15% | \$156.89 |
| Allowed Markup on Equipment | 15% | \$125.94 |
| Allowed Markup on Material | 5% | \$23.04 |
| Allowed Markup on Subs | 5% | \$0.00 |
| Allowed Markup on Overhead | 10% | \$234.64 |
| Allowed Markup on Insurance | 2% | \$57.69 |
| Allowed Markup on Bonds | 1% | \$29.45 |
| Sub-Total Before Tax | | \$2,974.00 |
| Applicable Taxes | 0.00% | \$0.00 |
| TOTAL WORK ORDER NO. 7 | 1-LS | \$2,974.00 |
| CONTRACT TIME REQUESTED | | 1-Day |

* Contract Time requested above is for the actual time period allowed to complete the work.

EXCLUSIONS:

- Pavement Replacement is excluded
- Density Testing and Survey are excluded
- Utility Relocation - None anticipated, but excluded out of precaution
- Sidewalk and Curb Replacement are excluded
- Landscaping Restoration is excluded
- Warranty - No additional warranty or guarantee is included
- Contract Time Requested - One (1) Calendar Day

| | |
|-------------------------------------|-------|
| Excavation, Connection and Backfill | 1-Day |
|-------------------------------------|-------|



Main Office 11221 Rojas Drive, El Paso, TX, USA 79935
800.937.8833 T 915.593.8833 F 915.593.8872
E sales@ccelp.com W ccelp.com

INVOICE

Invoice Number: 60177
Invoice Date: Aug 28, 2020
Page: 1



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|--|
| Bill To: |
| C M D Endeavors Inc 1510 N. Zaragoza Suite B-1 El Paso, Tx 79936 USA |

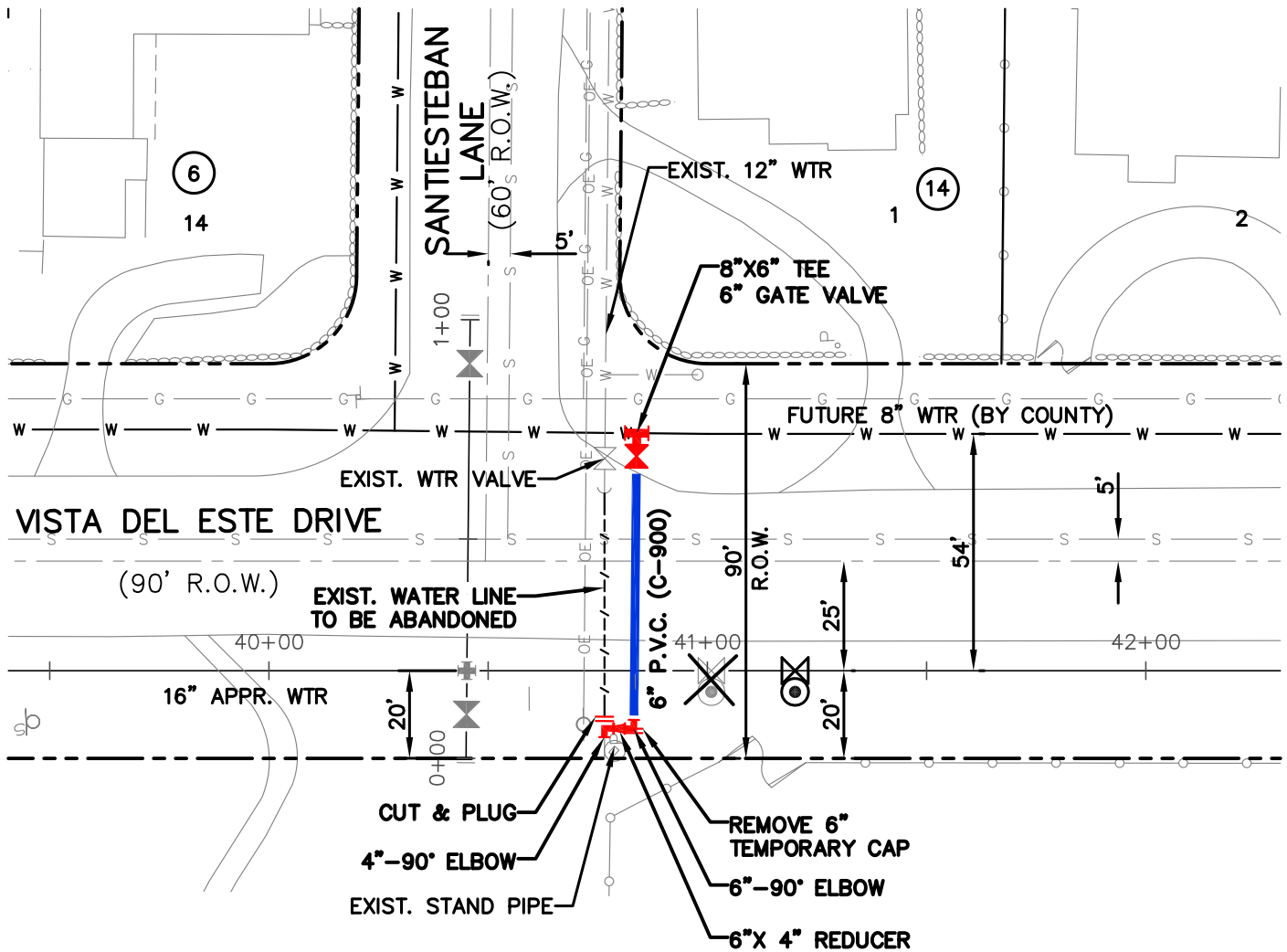
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| Ship to: |
| C M D Endeavors Inc VISTA DEL ESTE WATER DIST. ERICK NUNEZ (915) 471-2172 El Paso, TX 79936 USA |

| Customer ID | Customer PO | Sales Order No. | Payment Terms |
|--------------|-----------------|-----------------|---------------|
| 1640 | 1909-01 | 35033-BB | Net 30 Days |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| Enrique | Cust. Pickup | 8/27/20 | 9/27/20 |

| Quantity | Item | Description | Backorder Qty | Unit Price | Amount |
|----------|----------|---|----------------------------|------------|--------|
| 20.00 | 316-1128 | Pipe 4in x 20ft DR18 C900 CL235 | | 2.14 | 42.80 |
| 1.00 | 802-1500 | Reducer 6in x 4 DI SSB MJ w/o acc. | | 39.80 | 39.80 |
| 1.00 | 802-1000 | Bend 4in 90° DI MJ SSB MJB9004 less accys | | 38.74 | 38.74 |
| 1.00 | 802-1010 | Bend 6in, DI SSB MJ 90° less accys | | 64.80 | 64.80 |
| 1.00 | 802-1300 | Cap 4in MJ w/o accys | | 14.80 | 14.80 |
| 3.00 | 802-2960 | Stargrip 6in PVC4006 for C-900 | | 27.50 | 82.50 |
| 4.00 | 802-2950 | Stargrip 4in PVC4004 for C-900 | | 22.50 | 90.00 |
| 3.00 | 802-4106 | Bolt Pack 6in w/ MJ Gasket, T-Bolts & Nuts MJBGAS06 | | 13.80 | 41.40 |
| 4.00 | 802-4104 | Bolt Pack 4in w/ MJ Gasket, T-Bolts & Nuts MJBGAS04 | | 11.50 | 46.00 |
| | | PROJECT CODE TO AMOUNT A/P SUPER PM | 1909 Materials \$460.84 SC | | |
| | | Subtotal | VERIFIED | 460.84 | |
| | | Freight | APPROVED | | |
| | | Sales Tax | | | |
| | | Total Invoice Amount | | 460.84 | |
| | | Payment/Credit Applied | | | |
| | | TOTAL | | 460.84 | |

Check/Credit Memo No:

All Sales are subject to the Terms and Conditions outlined on the back of this Invoice.



PLAN
SCALE: 1"=40'

NOTES:

1. CONTRACTOR TO CONNECT TO EXISTING WATER LINE SERVICING THE STANDPIPE UPSTREAM FROM THE EXISTING STANDPIPE SERVICE METER.

STANDPIPE CONNECTION II

VISTA DEL ESTE WATER
DISTRIBUTION SYSTEM

cea
group

ATTACHMENT B



The County of El Paso
Public Works Department
800 E. Overland, Suite 200
El Paso, Texas 79901

December 9, 2020

CMD Endeavors
1510 N. Zaragosa, Ste. B1
El Paso, TX 79936

Attn: Mr. Chris Dietrich
Chief Operations Officer

Re: Vista Del Este Water Distribution System
Bid No. 19-028
Notice of Discovering Incomplete Work for Water Yard Lines and Removal of
Existing Meters

Dear Mr. Dietrich,

As of the print date of this letter, the County continues to receive letters from Project residents complaining of abnormal high water bills due to water leaks found within their properties. The water leaks have been confirmed and are attributed to failing to install a water plug along the existing water service line; a task that was CMD's responsibility when removing the existing water meter. It was discovered, by our personnel, that the spindle of the existing meters left in place was spinning backwards.

The Measurement and Payment Section of the Contract Documents for Bid Items #8: 3/4" PVC Water Service "Yard Line" requires the installation of a plug. Furthermore, the work under Bid Item #10: Existing Water Meter Decommissioning, Removal and Salvaging, has some requirements that were not fulfilled under the Contract.

Reference is made to Section 16, Page 40 of the Contract Documents and written verbatim below, where under the "Fixed Price Construction Contract Between Owner and Contractor" the following applies:

Section 16. Discovering and Correcting Defective or Incomplete Work" the following subparagraphs would apply to this notice:

(A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project


Manager, such work shall be uncovered and displayed for the Owner's and Project Manager's inspection upon request, and shall be reworked at no cost in time and money to the Owner;

- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 16(A) above, it shall, if directed by the Owner or the Project Manager be uncovered and displayed for the Owner's or Project Manager's inspection. If the uncovered work conforms strictly to this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;*
- (C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner or by the Project Manager as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;*
- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of TWO (2) years following final completion upon written direction from the Owner.*
- (E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, The Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.*

Based on the language of the Contract above, the County will issue a change order to deduct a total of \$8,203.34 from your Contract to cover the cost to reimburse the residents what is rightfully owed to them. CMD has every right to challenge this dispute/claim, but the facts point to deficient work under the Contract. Refer to attached breakdown to justify the amount being claimed.

Feel free to call me at feel free to contact me at (915) 546-2015 if you have any questions.

Sincerely,
County of El Paso Public Works



Fernando Hernandez, P.E.
Infrastructure Services Director

FH/ag

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Management\WP\#Construction\Correspondence\Letters\L_1025001_IncompleteWork_9oct10.docx

Cc: Jesus Garza – NADBank

Enclosures

ATTACHMENT C

| Bid Item # | Item Description | Unit Price | Unit of Measure | Bid | | Final Installed | | Amount | Credit / Additional |
|------------|---|--------------|-----------------|----------|-----------------|-----------------|---------------|--------------|---------------------|
| | | | | Quantity | Amount | Quantity | Amount | | |
| 1 | Mobilization Related Expenses (5%) | \$ 40,000.00 | LS | 1 | \$ 40,000 | 1 | \$ 40,000.00 | \$ - | |
| 2 | 8-Inch Diameter Approved Pipe | \$ 20.00 | LF | 22,200 | \$ 444,000 | 22,200 | \$ 444,000.00 | \$ - | |
| 3 | 6-Inch Diameter Approved Pipe | \$ 14.00 | LF | 4,700 | \$ 65,800 | 4,700 | \$ 65,800.00 | \$ - | |
| 4 | 8-Inch Gate Valve | \$ 1,900.00 | EA | 44 | \$ 83,600 | 44 | \$ 83,600.00 | \$ - | |
| 5 | 6-Inch Gate Valve | \$ 1,500.00 | EA | 18 | \$ 27,000 | 18 | \$ 27,000.00 | \$ - | |
| 6 | 3/4-Inch Bored Service w/ HDPE Sleeve | \$ 2,100.00 | EA | 125 | \$ 262,500 | 125 | \$ 262,500.00 | \$ - | |
| 7 | 3/4-Inch Copper Service Connection | \$ 750.00 | EA | 241 | \$ 180,750 | 241 | \$ 180,750.00 | \$ - | |
| 8 | 3/4-Inch PVC Schedule 40 Yard Lines | \$ 550.00 | EA | 366 | \$ 201,300 | 366 | \$ 201,300.00 | \$ - | |
| 9 | Purchase 3/4-Inch Meters from EPWU | \$ 225.00 | EA | 366 | \$ 82,350 | 340 | \$ 76,500.00 | \$ 5,850.00 | Credit |
| 10 | Remove and Salvage Existing Water Meters | \$ 30.00 | EA | 366 | \$ 10,980 | 355 | \$ 10,650.00 | \$ 330.00 | Credit |
| 11 | New Fire Hydrant w/DATV & Bollards | \$ 6,900.00 | EA | 33 | \$ 227,700 | 33 | \$ 227,700.00 | \$ - | |
| 12 | Remove and Salvage Existing Fire Hydrants | \$ 210.00 | EA | 32 | \$ 6,720 | 31 | \$ 6,510.00 | \$ 210.00 | Credit |
| 13 | Rem & Rep Existing Concrete Driveway | \$ 65.00 | SY | 1,500 | \$ 97,500 | 400 | \$ 26,000.00 | \$ 71,500.00 | Credit |
| 14 | Trench Safety System for Pipelines | \$ 1.00 | LF | 26,900 | \$ 26,900 | 26,900 | \$ 26,900.00 | \$ - | |
| 15 | Rem & Rep Existing 2-Inch HMA | \$ 25.00 | SY | 1,500 | \$ 37,500 | 1,500 | \$ 37,500.00 | \$ - | |
| 16 | Install New 8-Inch Base Course | \$ 21.00 | SY | 1,000 | \$ 21,000 | 1,000 | \$ 21,000.00 | \$ - | |
| 17 | 12-Inch 2-Sack Cement Backfill | \$ 45.00 | SY | 1,000 | \$ 45,000 | 1,000 | \$ 45,000.00 | \$ - | |
| 18 | 2-Inch Compacted Millings | \$ 10.00 | SY | 5,000 | \$ 50,000 | 5,000 | \$ 50,000.00 | \$ - | |
| 19 | Traffic Control Plan & Maintenance | \$ 24,000.00 | LS | 1 | \$ 24,000 | 1 | \$ 24,000.00 | \$ - | |
| 20 | Pre & Pot Construction Video | \$ 2,400.00 | LS | 1 | \$ 2,400 | 1 | \$ 2,400.00 | \$ - | |
| | | | | | \$ 1,937,000.00 | \$ 1,859,110.00 | | \$ 77,890.00 | Credit |