

Addendum 1B

Heroes Memorial Park
Kyle, TX 78640
March 25, 2021

Notice to Bidders

This Addendum shall be considered part of the Construction Documents.

The following modifications to proposal documents are included:

1. Modified proposal form to include bid alternates and combination bid line item.
2. Instructions To Offerers, 2.01, A. has been modified to read
 - a. Base Bid and alternates due before 2:00 p.m. on Tuesday, March 30, 2021
 - b. Subcontractors list may be submitted no later than 3:00 p.m. on March 30, 2021
3. Wage Scale shall be based on:

"General Decision Number: TX20210007 01/01/2021

Superseded General Decision Number: TX20200007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

SECTION 00 4100 PROPOSAL FORM Rev 1

PART 1 GENERAL

1.01 THE PROJECT AND THE PARTIES

- A. **City Secretary, City of Kyle, Texas**
- B. **FOR: City of Kyle Heroes Memorial Park**

1.02 DATE: _____ (OFFEROR TO ENTER DATE)

1.03 SUBMITTED BY: (OFFEROR TO ENTER NAME AND ADDRESS)

1.04 OFFEROR'S FULL NAME _____

Address _____

City, State, Zip _____

1.05 OFFER

A. BASE BID (DUE March 30, 2021) Having examined the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Nudge Design for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract with the Owner to perform the Work for the Sum of:

- 1. Base Bid Proposal _____ dollars
(\$ _____), in lawful money of the United States of America.

(Proposal will be judged on this total with awarded alternates. Due at 2:00 p.m. bid day)

B. ALTERNATE BIDS (DUE March 30, 2021) Having examined the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Nudge Design for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract with the Owner to perform the Work for the Sum of:

- 1. Add Alternative - NONE

(Proposal will be judged on total with awarded alternates. Alternates due at 2:00 p.m. bid day)

C. All Contingency Allowance Fund and other Allowances described in Section 01 2100 are included in the Bid Sum. **Contingency Allowance is \$100,000.**

- D. The Offeror hereby covenants and agrees that claims for additional compensation or extensions of time because of Offeror's failure to familiarize itself with the Contract Documents or any condition at the Project site that might affect the Work will not be allowed.
- E. The Offeror fully understands the intent and purpose of the Contract Documents and the conditions of proposal as set forth herein and in the Request for to Proposals and the Instructions to Offerors.
- F. Breakdown of Project into multiple bid amounts on a per campus basis is for accounting purposes only. Project to be evaluated and awarded as a single sum of all bid packages plus awarded alternates.
- G. The Offeror fully understands that the project may not be awarded to the General Contractor who offers the lowest priced proposal, but it will be awarded to the General Contractor that is judged to offer the best value in accordance with grading criteria included herein.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance for sixty days from the bid closing date.
- B. If this proposal is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of acceptance of this bid in the form described in Supplementary Conditions.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this proposal is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this proposal and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Offerors; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Proposal Sum.
 - 1. Addendum # _____ Dated _____

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1.08 CONTRACT TIME

- A. If this Proposal is accepted, we will complete the project in accordance with:
 - 1. Base Bid Completion Date: January 30, 2022. The General Contractor shall use whatever means necessary to accomplish this schedule without disturbing the school day or requiring any class to move. This could be overtime, double shift, etc. Work in classrooms may not take place during class day.
- B. Alternate Completion Date

1.09 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. They are described in summary, reference relevant specification sections for details. Unit Prices will be the same for both Adds and Credits. The following is the list of Unit Prices:

ITEM DESCRIPTION	UNIT QUANTITY	\$ UNIT PRICE
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1.10 CONTRACTOR'S PERSONNEL

- A. The Offeror agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:
- B. PROJECT MANAGER: _____
- C. PROJECT SUPERINTENDENT: _____
- D. The Owner may choose to interview proposed project team at Owner's discretion.

1.11 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. In accordance with terms of the agreement as spelled out in the General Conditions.

- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

1.12 PROPOSAL FORM SUPPLEMENTS

- A. The following Supplemental information will be provided along with the base proposal and are considered an integral part of this Proposal Form:
 - 1. Document 00305 - Felony Conviction Notification: Include a listing of felony convictions for the company or any key employees of the company.
 - 2. Document 00307 - Hold Harmless Agreement.
 - 3. Document 00306 - Contractor's Qualification Statement with all requested backup material and supplemental information required for the Owner to fully investigate and rank Offerors.
- B. We agree to submit the following Supplemental information on the 00 4100 - Proposal Forms and 00 4336 - Proposed Subcontractors Form at 1:00 p.m.:
 - 1. Document 00 4336 - Proposed Subcontractors form: Include the names of all Subcontractors and the portions of the Work they will perform.
 - 2. Document 00 4100 - Proposal Form - Unit Prices section paragraph 1.05: Include a listing of unit prices specifically requested by the Contract Documents.
 - 3. Document 00 4100 - Proposal Form - Alternatives: Include the cost variations to the Bid Price applicable to the Work as described in Section.

1.13 REPRESENTATIONS: BY EXECUTION AND SUBMISSION OF THIS PROPOSAL, THE OFFEROR HEREBY REPRESENTS AND WARRANTS TO OWNER AS FOLLOWS:

- A. The Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work for the Project.
- B. The Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
- C. The Offeror has inspected the Project site, is familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror's site observations with the requirements of the Contract Documents.
- D. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect/Engineer, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any proposals; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.

1.14 PROPOSAL FORM SIGNATURE(S)

A. The Corporate Seal of
(Offeror - print the full name of your firm)
was hereunto affixed in the presence of:

B. _____
(Authorized signing officer, Title)
(Seal)

C. _____ (Authorized
signing officer, Title)

END OF SECTION