



**BROWN REYNOLDS WATFORD ARCHITECTS**



2700 EARL RUDDER FWY SOUTH  
SUITE 4000  
COLLEGE STATION, TEXAS 77845  
979-694-1791  
WWW.BRWARCH.COM

### **ADDENDUM NO. 3**

**PROJECT:** BEEVILLE BOYS & GIRLS CLUB AND CITY POOL RESTROOM RENOVATIONS  
**LOCATION:** BEEVILLE, TEXAS  
**PROJECT NO:** 216016.00  
**DATE:** July 11, 2017

The Construction Documents on the above referenced project, dated 6/19/17, shall be revised as follows:

**PROJECT BIDDING HAS BEEN EXTENDED.  
BIDS ARE DUE ON WEDNESDAY, JULY 26, 2017 AT 2:00PM, Central Standard  
Time. See Items #1 & 2 of this addendum for additional information.**

#### **SPECIFICATIONS**

- Item No. 1** (RE: Specification Division 0). Front End – Request for Competitive Sealed Proposals. **PROJECT BIDDING HAS BEEN EXTENDED** due to the large amount of information release in Addendum No. 1. Receipt of Proposals Document information has been updated to extend the bidding due date to July 26, 2017 at 2:00pm CST. See updated **Request for Competitive Sealed Proposals Document dated 07/11/17** attached to this addendum.
- Item No. 2** (RE: Specification Division 0). Front End – INSTRUCTIONS TO BIDDERS. Time for questions has been extended due to the extension of the Project bidding. In order to be given consideration for interpretation, all questions must be received at least five days prior to the time fixed for the opening of bids. Questions must therefore now be received by 2:00pm CST on Friday, July 21, 2017. See updated **Instructions to Bidders Document dated 07/11/17** attached to this addendum.

**Attachments: Request for Competitive Sealed Proposals Document dated 07/11/17, and Instructions to Bidders Document dated 07/11/17.**

END OF ADDENDUM NO. 3 \*\*\*\*\*

## REQUEST FOR COMPETATIVE SEALED PROPOSALS

**PROJECT:** Beeville Boys & Girls Club and City Pool Restroom Renovations

**LOCATION:** 809 West Corpus Christi Street, Beeville, Texas 78102

**SCOPE OF WORK:** Project Base Bid consists of the following work on the existing Boys & Girls Club building: Re-Roofing of Building, Re-Insulating Gymnasium area, and Interior Renovation of Entry, Offices, Restrooms, Locker Rooms, Kitchen, Weight Room, and Library/Craft Room. Project Base Bid also includes demolition of existing City Pool Restroom building and construction of new Pool Restroom building.

**RECEIPT OF PROPOSALS:** Sealed proposals for the Beeville Boys & Girls Club and City Pool Restroom Renovations will be received by the City of Beeville until **2:00p.m. CST, Wednesday, July 26, 2017**. The address for delivery is:

City of Beeville, 400 North Washington Street, Beeville, Texas 78102

All bids will be opened and publicly read at 2:00pm, in the City Council Meeting Room at 400 North Washington Street, Beeville, Texas 78102.

Within 30 days after receiving the Proposals, the Owner will rank each proposal and select the Proposal that offers the best value to the Owner based on:

1. The Bidder's cost proposal.
2. The Bidder's technical proposal.
3. The Bidder's demonstrated administrative ability and financial resources to perform the work
4. The qualifications and experience of the project team the Bidder firm proposes to manage the project.
5. The Bidder's demonstrated experience in constructing similar projects.
6. The Bidder's demonstrated ability to suitably schedule the project and to meet schedules on other similar projects.
7. The Bidder's past performance on other construction contracts for the county.
8. The Bidder's safety record supported by accurate and verifiable data.
9. The methodologies for the Bidder's quality assurance program.
10. The Bidder's ability to start construction of the project in a timely manner.

The Owner will then attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the Owner is unable to negotiate a contract with the selected offeror, the Owner may end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

**INFORMATION AND BIDDING DOCUMENTS:** Obtain from Brown Reynolds Watford Architects, Inc., 2700 Earl Rudder Freeway South, Suite #4000, College Station, Texas 77845. Telephone: (979) 694-1791; Fax: (979) 694-8293. The Brown Reynolds Watford Architects, Inc. contact person is Justin Dreyer at [jdreyer@brwarch.com](mailto:jdreyer@brwarch.com). Documents will be PDF format, posted on Brown Reynolds Watford Architects, Inc. website at [www.brwarch.com](http://www.brwarch.com). Bidding forms, specifications, drawings and all necessary information shall be **available only by downloading** from Brown Reynolds Watford Architect's website at no charge. Access the bidding documents by clicking the Login or Request a Login link located on the left-hand side of the webpage.

**PRE-PROPOSAL MEETING:** A pre-proposal meeting shall be held 2:00p.m., CST, June 27, 2017 in the Beeville City Council Meeting Room, 400 North Washington Street, Beeville Texas 78102. General Contractor and major subcontractor attendance is recommended, but not mandatory.

# INSTRUCTIONS TO BIDDERS

## 1. RECEIPT AND OPENING OF BIDS:

- 1.1. Competitive Sealed Proposals will be received at the time, place and under the conditions set forth in the Invitation to Bid.
- 1.2. The Owner may consider informal bids which are any bids not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled opening time. Any bid received after the specified time and date will not be considered. No bidder may withdraw a bid within 30 days after the actual date of opening.
- 1.3. Information and bidding documents may be obtained from the Architect/Engineer under the conditions set forth in the Invitation to Bid.
- 1.4. Plans will be available for download at the Architects web site.

## 2. PREPARATION OF BID:

- 2.1. Each bid must be submitted with the Bid Security. See Instructions to Bidders, paragraph 5. (Forms are provided on pages 5 through 8).
- 2.2. Each bid must be submitted on the prescribed Bid Proposal Form. See pages 9 through 11. All blank spaces for bid prices must be filled in, using ink or typewriter, in both words and figures. In case of discrepancy, the amount shown in words will govern.
- 2.3. Each bid must be accompanied by a Contractors Qualification Statements (pages 12 through 15) and the Technical Proposal (Section 1.2 of the Supplemental Information to Bidders, pages 16 through 18).
- 2.4. Each bid must be submitted in separately labeled envelopes; each bearing the name and address of the bidder, the Project Name for which the Proposal is submitted, and the contents of the envelope. This is further explained herein:
  - 2.4.1. Bid Security: One sealed envelope shall contain the Bid Security (check, or bid bond as shown on pages 5 through 8) and shall be marked on the outside in bold letters: "Bid Security."
  - 2.4.2. Bid Proposal: An additional sealed envelope shall contain the Bid Proposal (pages 9 through 11) and shall be clearly marked on the outside in bold letters: "Bid Proposal."
  - 2.4.3. Contractors Qualifications: An additional sealed package shall contain 3 complete copies of: the Contractors Qualification Statements (pages 12 through 15) and the Technical Proposal (pages 16 through 18) and shall be marked on the outside in bold letters: "Contractors Qualifications".

## 3. TELEGRAPHIC MODIFICATION:

- 3.1. Any bidder may modify his/her bid by fax at any time prior to the scheduled closing time for receipt of bids, provided such fax is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the fax modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction of other modification so that the formal prices or terms will not be known by the Owner until the sealed bid is opened. If signed written confirmation is not received within two days from the closing time, no consideration will be given to the fax modification.

#### 4. QUALIFICATION OF BIDDERS:

4.1. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

#### 5. BID SECURITY:

5.1. Each bid must be accompanied by a Cashier's Check or Certified Check of the bidder on a State or National Bank in the State of Texas, or a bid bond prepared on the standard form of bid bond, duly executed by the bidder as principal and having as surety thereon a surety company, approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

5.2. Certified Check, Cashier's Check, or Bid Bond shall be made payable, without condition, to Clear Brook City Municipal Utility District.

5.3. Each proposal shall remain in force until 45 days after the actual date of the opening thereof.

#### 6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

6.1. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner the security deposited with his bid.

#### 7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

7.1. Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project in 200 consecutive calendar days. Bidder must agree also to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter that the work has not reached Substantial Completion as hereinafter provided in the General Conditions.

#### 8. ADDENDA AND INTERPRETATIONS:

8.1. No interpretation of the meaning of plans, specification or other pre-bid documents will be made to any bidder orally.

8.2. Every request for such interpretation should be in writing addressed to Brown Reynolds Watford Architects, 2700 Earl Rudder Freeway South, Suite #4000, College Station, Texas 77845, and to be given consideration must be received at least 5 days prior to the time fixed for the opening of bids. **Questions must be received by 2:00pm CST on July 21, 2017.** Questions may be emailed to Justin Dreyer at [jdreyer@brwarch.com](mailto:jdreyer@brwarch.com) or faxed to (979) 694-8293. Any and all such interpretations and supplemental instructions, will be posted on Brown Reynolds Watford Architects' website. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### 9. POWER OF ATTORNEY:

9.1. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

10. NOTICE OF SPECIAL CONDITIONS:

10.1. Attention is particularly called to those parts of the contract documents and specifications which deal with the following.

10.1.1. Insurance requirements

11. SECURITY FOR FAITHFUL PERFORMANCE:

11.1. Simultaneously with his delivery of the executed contract, the Contractor shall furnish Payment and Performance Bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

11.2. The Performance Bond shall cover 100% of the contract sum; the Payment Bond shall cover 100% of the contract sum.

12. ALTERNATES:

12.1. Any alternatives listed in the bid form are described in detail in Specification Section 01 23 00. Contract award could be on the basis of the base bid or any combination of the base bid and those alternatives which produce a total within available funds.

13. STATE SALES TAX:

13.1. The Owner qualifies for exemption from State and Local Sales Tax pursuant to Section 151.311 of the Texas Tax Code for material incorporated into the project, if the contract between the contractor and Owner separates the contract price into charges of material (to be incorporated into the project) and charges for labor (including material not incorporated into the project such as form-work used in the process of installation).

14. GENERAL REQUIREMENTS:

14.1. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to have become thoroughly familiar with the Plans and Specifications (including all addenda). The failure or omission of any bidder to examine any form, instrument or document or the site shall in no way relieve any bidder from any obligation in respect to his bid or be cause for adjusting the contract amount.

14.2. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

14.3. Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

14.4. The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.