## **ADDENDUM NO. 1**

Approved by Calhoun County Commissioners Court, Wednesday, April 7, 2021

TO THE CONTRACT DOCUMENTS FOR MAGNOLIA BEACH FIRE STATION PROJECT FOR CALHOUN COUNTY, TEXAS

> TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182

> > and

CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. C-1

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## TO THE

## **CONTRACT DOCUMENTS**

## FOR

## **MAGNOLIA BEACH FIRE STATION PROJECT**

### FOR

### **CALHOUN COUNTY, TEXAS**

873 MARGIE TEWMEY RD #1 PORT LAVACA, TEXAS

TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 and CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. C-1

## APRIL 1, 2021

Prepared by: G&W Engineers, Inc. 205 West Live Oak Port Lavaca, Texas 77979 (361) 552-4509

Approved By:

SCOTT P. MASON

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

Date: 04.01.2021

G & W Engineers, Inc. Texas Registered Engineering Firm F-04188 Project No. 5310.011c

## Addendum No. 1

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

• A Pre-Bid Meeting was held Thursday, March 25, 2021 at 10:00 a.m.

The Pre-Bid Meeting Minutes and Sign-In Sheet are attached hereto.

#### • REQUEST FOR INFORMATION RESPONSES:

All Request for Information Responses have been addressed here and/or within contract drawings included within this addendum.

#### • CONTRACT DRAWINGS:

**REMOVE** drawings listed below and **REPLACE** with revised attached drawings.

A1.0 Floor Plan: Modified island table(s) description

A1.5 Interior Elevations: Modified changing table dimensions

A1.6 Furniture & Appliance Plan: Modified fixture/appliance schedule & notes

C8 Utility Plan: Modified plan to clarify details for water improvements

C9.2 Standard Details: Added asphalt base notes

#### • CONTRACT DOCUMENTS:

#### Document No. 00300 - Proposal

**REMOVE** Pages 00300-1 through-00300-10 **REPLACE** with Revised Pages: 00300-1 through 00300-10

Replaced Item 4 with another item and modified Items 8 & 10

#### Document No. 00810 - Supplementary Conditions

**REMOVE** Pages 00810-13 & 00810-14 **REPLACE** with Revised Pages: 00810-13 & 00810-14

Article 13 Sub-paragraph B has been revised.

#### Document No. 01410 - Inspection, Testing and Guarantee

**REMOVE** Pages 01410-1 & 01410-2 **REPLACE** with Revised Pages: 01410-1 & 01410-2

.03 Testing, Item a. and Item c. have been revised.



205 W. Live Oak • Port Lavaca, TX 77979 • p: (361)552-4509 • f: (361)552-4987 TBPE Firm Registration No. F4188 • TBPLS Firm Registration No. 10022100

March 25, 2021 – 10:00A.M.

G&W Project #: 5310.011c

### Magnolia Beach Fire Department Project – PRE-BID Conference – MEETING MINUTES Held at Existing Fire Station Facilities

<u>Attendees:</u> See Attached Sign in Sheet

Scott Mason (SM) opened up the meeting and welcomed everyone who was in attendance. Proceeded to introduce Commissioner Hall (DH), Anthony Gohlke (AG)(G&W) and Kathy Smartt (KS). SM proceeded to explain that the length of the meeting would be unknown due to the fact that questions will be entertained one at a time with a pause in between answers due to the fact that AG and KS were going to be taking very detailed notes.

SM explained that this is grant project and that there are very specific requirements for the grant. Proceeded to inform the audience that I had a folder with RFIs that I had not previously answered. That all questions would be read aloud from previous emails and that SM would answer at this meeting. It was also explained that any answer given at the meeting was verbal at this time and that an addendum would be issued on April 7<sup>th</sup> with every question that was asked pre, during and post meeting in the addendum and that will be the final answers. SM also notified bidders that the cut-off day and time for last questions regarding the bid documents is March 30, 2021 at 10:00 am. From that point no answers to questions will be provided. Also, it was discussed that all questions after this pre-bid conference would need to come in email format to SM. SM continued to explain that no answers would be provided to questions that relate to or equal products and that at this time it will be up to the contractor to have confidence that or equal proposed items conform with the requirements. SM mentioned that all call outs on the drawings which specify a certain product are or equal whether specifically stated or not with an "or equal" tag in the plans.

SM began discussing some of the specific grant requirements which included conformance to the Davis Bacon Wage Rate requirements. SM discussed that it will be the contractor's responsibility to verify their payroll and compliance and submit required forms on a weekly basis. SM then discussed that interviews through the construction process will be part of the grant requirements. SM mentioned that these interviews could be directed towards laborers such as painters all the way up to superintendents. Timing and schedule for these interviews will be random.

KS recommended SM discuss Section 3 requirements. SM asked KS to please provide more detail to the bidders concerning section 3 requirements. KS discussed that we (G&W and Grant Admin) will need to know if you are or have subcontracted any work out to section 3 compliant business. KS said that records would not need to be provided to us on if you received bids or reached out to Section 3 business, but at the least we would encourage that you do and if one is hired that we be notified and provided their information.

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SM asked if there were any further questions concerning the matters that had been discussed up to that point. At that time there were no further questions as the question concerning reporting regarding Section 3 had been answered.

SM continued the meeting by discussing the budget for the project. SM stated that he acknowledged that from the time the grant was submitted until now that the price of all materials has risen to a degree unaccountable. SM proceeded to let bidders know that the construction budget for the project is \$850,000.00. SM discussed that the bid proposal had owners' options in the bid so that if the bids where over budget for the base bid items that the County would have options for reducing and modifying the scope of construction work.

SM then continued by reading the questions that had been sent in prior to the meeting via email to SM. A total of 5 RFIs that were emailed were read aloud and SM provided verbal answers.

Then SM opened up the floor for further questions for those in attendance. A total of 12 questions were asked of which SM was able to answer a total of 11 with a verbal answer. SM reminded the attendees that all questions will be reviewed again and that any changes or further clarifications to the answers provided verbally will be in the addendum as final answers.

No Further questions were asked regarding the plans and specifications and the meeting was adjourned.

#### **PRE-BID MEETING**

Magnolia Beach Fire Station Project for Calhoun County, Texas

Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. C-1

March 25, 2021

10:00 a.m.

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Company Name	Representative	Email Address	Phone No.	Fax No.
1. W.P. Construction	Lilly Compton o Steve Lee	Will @ will pope construction. com	(361) 182-6690	ş
2. TUCKER CONSTRUCTION CO.	BRAD TUCKER	BRADQTUCKERCONST. NET	(341)935-2278	(36)572-3266
3. HARp: N and Sons Electer	FRANKIE HARPIN	FRANKie HARPIN Douflook.com	361 894-8940	361-894-8941
4. PEREY CONSTRUCTION	RUSS BROWNRICK	RUSS @ ERRY - COMSTRUCTION.N	713-494-9730 Ei	
5. GARREN Construction Co.	Reben Rios	ruben marslictx.com	(210)422-5368	
6. Rexco Inc.	Matt Vannay & Eddic Singer	eddie@rexcoinc.com	361-930-2575	
7. Con-Metal Contractors me.	Patrick Flores	Patrick @ connetatine. com	361-676-2413	
8. LOSTOR CONTRACTONG FIL	PANOY MORRIS	randy & lester contracting, com	361-552.3024	
9. Oth - Ruka	Justin White	White Justa / Winha	361-275-3424	
10. DE Rochs	Sorrah Kacir	Skacir 76 @ Gmail. Com	361 2753424	,
11. A&A Constructors	BOB AlVAREZ	by Vareze acconstructors com	361-575-7070	361-575-7685
12. GT Electric	Gary Charbula	scharbulupgmail, com	361-571-4672	

#### **PRE-BID MEETING**

Magnolia Beach Fire Station Project for Calhoun County, Texas

Texas General Land Office Contract No. 20-065-064-C182 and Calhoun County 2020 CDBG-DR Contract Work Order No. C-1

March 25, 2021

10:00 a.m.

Please Print

A.

	Company Name	Representative	Email Address	Phone No.	Fax No.
13.	LYNN CONSTRUCTED	RUNDER SENGUETARY	RONDEG. SINGLUTANY C LYNN Grap in	(361) 472-0123	
14.	South Texas Building Partners	Cash Crawford	mlc@stbp.com	(361)-215-2660	
15.	BLS Construction	William Key	William. Keyebls construction. com	9795432696	979 543 5006
16.	5	Kathy Smartt			2
17.	Gew	ANTHONY GOHLE			
18.	11	SCOTT MASON			
19.	MBVFP	Robert Robe			
20.	MBVFD	John Maime			
21.	Calhens Co Commester#	DAVID HALL	david.hallpcalhourotx.org	3615529242	
22.	Colhorn Co Comm #3	Juel Behrenp	1001. betweens @colhouncotxions	361-920-2173	
23.					
24.					



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G&W Project #: 5310.011c

Magnolia Beach Fire Department Project – Request for Information Responses Cutoff Time March 30, 2021 at 10:00 AM

#### **EMAILED RFI's:**

- 1. RFI requested on March 10, 2021 3:40 PM
  - a. Are Clopay Model 524 sectional steel doors an acceptable equal alternative for Amarr 2402 sectional steel doors that are scheduled for door types D-1 and D-2?
    - i. G&W and the County will not be approving any "or equals" for conformance to the plans and specifications through the bidding period and it will be up to the bidder to confirm. After a contract is awarded and signed G&W will then work with the awarded contractor to review submittals.
- 2. RFI requested on March 12, 2021 2:46 PM

a. Please confirm as to whether or not testing is to be covered by GC or Owner.

- i. All testing required through the project including, but not necessarily limited to, concrete strength testing, compaction testing, asphalt testing, stabilization testing shall be borne on CONTRACTOR. Should the OWNER wish to have a third-party testing performed to confirm testing results provided by CONTRACTOR then those tests shall be paid for by OWNER, unless those results come back with unsatisfactory construction or materials then failed testing shall be paid for by CONTRACTOR and retested at CONTRACTOR's cost until passing test results can be provided by CONTRACTOR. SECTION 01410 INSPECTION, TESTING AND GUARENTEE section of the Technical Specification has been updated and attached to this Addendum No. 1 for replacement. Also, DOCUMENT NO. 00810 ARTICLE 13 has been updated and attached to this Addendum No. 1 for replacement.
- 3. RFI requested on March 15, 2021 2:48 PM
  - a. The drawing on M1.0 show the supply (and return) devices tied together with one flex line starting at Restroom 102. Please confirm that this is the intent of the design.
    - i. Please study the planning documents as we believe that there may be some confusion in interpreting the plans. To answer the question directly, no this is not the intent of the design. The supply and return lines are to be separate and are to be placed within the same wooden Duct Bank.
- 4. RFI requested on March 16, 2021 1:53 PM
  - a. HVAC Unit Specification note 1 a. requires a 5-ton Goodman 16 SEER condensing unit. Plan note on the condensing unit requires 208 vac 3 phase power. This spec also requires single stage.
    - i. Please refer to Goodman Series GSX16 condensing units. All call outs on the drawings which specify a certain product are or equal whether specifically stated or not with an "or equal" tag in the plans.

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- b. The heat strip specification on the plan is requiring 15 KW single stage 230-volt 1 phase. Which would require two circuits 60 amp and 25 amp or one 90 amp. LRP-2 on page E4.0 shows 3 phase for this. Please clarify.
  - i. Breaker sizing/type will need to conform to the actual equipment installed.
- c. The thermostat required is shown as 2 stage cool and heat and is a communicating programable thermostat. Not sure why this is necessary when requirements are 1 stage heat and cool for non-communicating equipment. Please clarify if this is the intent of the design.
  - i. 1-stage heating/cooling thermostat is acceptable. G&W does not have a preference on which thermostat is chosen. Please confirm with OWNER on preference.
- 5. RFI requested on March 22, 2021 10:48 AM
  - a. Are the grab bars in the shower stalls or are they part of the prefabricated unit?
    - i. The pre-fabricated unit does not technically include the grab bars. The grab bars along with curtain rod, slide bar with hand held shower and valve and drain are factory installed option accessories. Intent of the design and bid is that the Freedom Roll-in Shower with Factory installed accessories be a part of the plans and bid or equivalent. Please refer to sheet no. P1.0 "Plumbing Fixture Schedule" as the shower is to have grab bars and other items incorporated. Should bidder propose an or equal for the project it will be required that the options in question are "factory installed" to be defined as or equal.
  - b. Spec 10800 mentions toilet doors and pilasters but sheet A1.5 does not indicate that there are toilet compartments stalls utilized in restrooms 102 and 103. Please advise?
    - i. The specification 10800 is a general specification and in this case has more information than required for the project. The project does not include toilet doors and pilasters. Please disregard this language in the spec as it is not applicable.
- 6. RFI requested on March 24, 2021 9:48 AM
  - a. Verify exterior doors standard hollow metal frame width.
    - i. Exterior doors are to be standard hollow metal frames of a standard 5-3/4" width.
  - b. Verify doors from AC to Non-AC areas to have door sweeps and weather strips.
    - i. Interior doors from AC to Non-AC areas are to have door sweeps and weather strips.
  - c. Verify door into supply room hardware. Would a keyed from outside be preferred and not privacy?
    - i. Supply room 104 is incorrectly labeled with privacy hardware and the design will be modified to have keyed lock set in which door can be locked from outside. Please bid as such.
  - d. Verify washroom accessories including shower curtain rod, hooks and soap dishes.
    - i. For curtain rod reference 5 above. Hooks and soap dishes are to be provided by owner and are not included within the bid / construction of this project.
- 7. RFI requested on March 25, 2021 2:39 PM
  - a. Is someone wanting the building after it is demolished?
    - i. Demolished building is to be completely removed from the site and disposed of by CONTRACTOR.
  - b. Is the dirt pad to extend 3.5 ft beyond the concrete of 5 ft?
    - i. Please reference note # 2 in the geotechnical notes on drawing S1.0.



#### 8. RFI requested on March 26, 2021 – 1:12 PM

- a. Is there a specification for "Red Brick"? Do you have exact brand and color and size?
  - i. Facing Brick ASTM C 216 Grade SW Size Modular 3.5 x 2.25 x 7.625 Type FBS Meridian Brick Athens, TX Architectural Series V170, V110 or V160 or approved equal. Final Color to be chosen by OWNER.
  - (V100, V102, V224, V228 shall not be used for the project)

b. What is GBRA on the water line Drawing? Who pays those fees? Who actually installs the meter?

i. GBRA stand for Guadalupe-Blanco River Authority and is a Government Owned Corporation that supplies potable water to Magnolia Beach. Any fees associated with GBRA are to be paid for by OWNER. The meter itself is to be installed by GBRA. The contractor will be responsible for all improvements from the customer side of the meter. The GBRA will make the tap, install the corporation and curb stops, service line, meter and meter box and is included in the GBRA fee which is to be paid for by owner and not a part of the base bid. Plan sheet no. C8 has been revised as to clear up questions and concerns regarding this matter and is attached to this addendum.

#### c. Verify that is the intent to have 2" water line but only a 1" backflow and 1" meter.

- i. Water meter sizing will be a 1" meter and RPZ assembly is to be 1". From the meter to isolation valve and then to the RPZ is a 1" service line (part of base bid) and from the RPZ the service to the building will be 2". Refer to MEP plans for building service requirements and line sizes.
- d. Are you expecting contractor to fill up generator full of fuel?
  - i. No fill up required. Only enough fuel as required for start-up and commissioning of the unit.

#### PREBID CONFERNCE RFIs March 25, 2021 – 10:00 AM:

- 1. What does the upper floor decking consist of on top of the BCI joist?
  - a. The upper floor decking is to be a single layer of unfinished <sup>3</sup>/<sub>4</sub>" plywood decking properly attached to joist. To clarify no painting the plywood is planned.
- 2. Has asbestos study been done on the existing building?
  - a. The existing Station was constructed in approximately 1974 with improvements/ renovations in 1990s. There are no indications of asbestos or lead paint located within in the building. While no official asbestos survey was performed, environmental clearance was granted based on the requirements associated with construction dates and rehabilitation of the existing structure.
- *3. When can interior overhead power line be removed?* 
  - a. Interior overhead power line can be removed after temporary power has been provided to pole barn and training facility building.

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#### 4. Will county take care of all VEC costs?

- a. All costs associated with VEC for the project will be paid for by the OWNER. Temporary construction site power drop, pole and fees including energy fees shall be the responsibility of the contractor for power supply during construction for the contractors use. Please see electrical drawings for work associated with the project outside of the VEC fees. Base bid shall be for all aspects of the project concerning secondary power from transformer.
- 5. Is there any other phasing requirements?
  - a. Phasing as mentioned previously will need to be coordinated prior to demo. Driveways will need to be phased so that OWNER has access to and from pole barn at all times. Other phasing as required to facilitate usage of the pole barn for the VFD to operate from the pole barn throughout the entire project for emergency response.
- 6. What is expected time frame from bids received and decision made?
  - a. County plans to award the contract at its regularly scheduled Commissioner's Court meeting on April 28<sup>th</sup>, 2021. Per bid documents the bids are required to remain valid for 60 days. This includes time from which bids are opened until a contract is executed.
- 7. Is  $\frac{1}{2}$  conduit permissible for light fixtures, ect.?
  - a. No.
- 8. What is the plan should groundwater interfere with concrete piling depth should hole collapse?
  - a. Please reference page 17 of the geotechnical report. "During pier construction, any water inflow must be pumped out immediately using a sump-pump. The pier drilling contractor should be prepared for this condition. Due to potential seasonal variations in groundwater depth, variations in the subsoil stratigraphy and strengths, and potential sloughing/caving problems, a slurry method of drilled pier construction may be required."



<b>GENERAL NOTE FOR EXISTING UTILITY LOCATIONS:</b> AN ATTEMPT HAS BEEN MADE TO SHOW THE APPROXIMATE UTILITY LOCATIONS. THE LOCATION OF THOSE SHOWN IS NOT GUARANTEED TO BE ACCURATE OR COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR		SPM SPM	SPM SPM	ZLR SPM	SPM SPM	
CONTACTING THE APPROPRIATE UTILITY PRIOR TO ANY EXCAVATION. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, LOCATE AND PROTECT THE EXISTING UTILITIES, AND IF THEY ARE DAMAGED, HE SHALL REPLACE THEM, AT NO COST TO THE OWNER, AND TO THE SATISFACTION OF THE RESPECTIVE UTILITY COMPANY. BECAUSE THE EXISTING UTILITIES MUST BE			SES ONLY :			+
KEPT FUNCTIONAL. IT WILL BE NECESSARY THAT THE CONTRACTOR WORK CLOSELY WITH THE RESPECTIVE UTILITY COMPANY.		NO.	URPOS	10% SE	50% SE	
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DEPTH UNKNOWN. CONTRACTOR TO VERIFY PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES AND TO NOTIFY ENGINEER OF POTENTIAL CONFLICTS.		PER ADD	FOR BIDI	PRELIMIN	PRELIMIN	
2. EXISTING WATER METER WITHIN CONSTRUCTION SITE. CONTRACTOR SHALL USE CAUTION AND ADJUST THE HEIGHT AS NECESSARY. CONTRACTOR TO COORDINATE WITH PROPER UTILITY PROVIDER AND OWNER FOR REQUIREMENTS FOR USE FOR CONSTRUCTION WATER AND TEMPORARY SERVICE.		04/01/21	11/12/20	10/23/20	09/11/20	
3. EXISTING OVERHEAD AND/OR UNDERGROUND POWER LINES LOCATED WITHIN THE CONSTRUCTION SITE. CONTRACTOR SHALL USE CAUTION IN THESE AREAS. CONTRACTOR TO COORDINATE WITH PROPER UTILITY PROVIDER FOR REQUIREMENTS AND / OR TEMPORARY RELOCATION.	<		Q		509	
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		NO. FUNCTION CODE ANS OFFICE LOCK F- PRIVACY LOCK F- PASSAGE LATCH F- ENTRANCE W/ CLOSER & PANIC BAR EXIT DEVICE F- ENTRY LOCK F8 DOOR CLOSER ENTRY/OFFICE LOCK F- OTE: ALL DOORS TO HAVE LEVER HANDLES ALL DOORS TO HAVE LEVER HANDLES ALL DOORS/DOOR HARDWARE SHALL BE ADA COMPLIANT DOOR WITH "DOOR CLOSER" TO USE BALL BEARING HINGES	ROOM NUMBER	W-A WINDOW TYPE REFER TO SHT. A1.4 FOR DETAILS	REFER TO SHT. A1.2 FOR DETAILS PARTITION TYPES REFER TO DTL. 1, SHT. A1.3 FOR DETAILS	OOR TYPE <b>DOOR OPENING SYMBOL</b> RAME TYPE HARDWARE SET No. M - METAL W - WOOD	EGEND
SCOTT P. MASON SCOTT P. MASON 127893 CENSE VONAL VONAL CENSE VONAL CENSE VONAL VONAL CENSE VONAL VONAL CENSE VONAL	MAGNOLIA BEACH FIRE STATION CALHOUN COUNTY, TEXAS GLO-CDBG-DR FLOOR PLAN	Texas Registered Engineering Firm F-04188 601-52-92-92-92-92-92-92-92-92-92-92-92-92-92	○ (11/12 (11/12 (11/12 (11/12)	/21 PER /20 FOR /20 PRE /20 PRE	ADDENDUM NG BIDDING PURPC LIMINARY 90%	. 1 SET ONLY SET SET	JRP SPM JRP SPM JRP SPM JRP SPM
NO.		1801 7th St., Suite 260 Bay City Texas 77414 (979) 323-710	0 REV. DA <sup>-</sup>		DESCRIPT	NOI	BY CHK.





## FIXTURE / APPLIANCE SCHEDULE AS LISTED OR EQUAL

		_
DESCRIPTION	BRAND/MAKE	MODEL No.
ELECTRIC STOVE W/6 ROUND PLATES ELEMENTS	IMPERIAL	IR-6-E-C
ELECTRIC DOUBLE OVEN	VULCAN	VC44E
REFRIGERATOR	KRATOS	69K-773HC
FREEZER	KRATOS	69K-774HC
ICE MAKER W/ AIR CONDENSER UNIT	PRODIGY PLUS	N0622A-1
ICE MAKER MODULAR BIN	PRODIGY PLUS	B322S
WASHING MACHINE (W)	ON-PREMISE E-SERIES SOFT-MOUNT WASHER-EXTRACTOR	EH030
DRYER (D)	SPEED QUEEN	LDEE5BGS153TW01
ADULT CHANGING TABLE	FOUNDATIONS	100SSE-SM
ISLAND TABLES	ADVANCE TABCO	EB-SS-305 / TA-255P
SELF CONTAINED BREATHING APPARATUS (SCBA) & AIR COMPRESSOR	*	*
WORK BENCH	*	*
PORTABLE LOCKERS	*	*

\* ITEMS SUPPLIED & INSTALLED BY OWNER.

NOTE : ALL FIXTURES & APPLIANCES (OTHER THAN OWNER SUPPLIED ITEMS) SHALL BE INSTALLED, "FIXED", AS DEFINED & REQUIRED BY THE GENERAL LAND OFFICE.



### PROPOSAL

\_, hereinafter called "BIDDER",

(Legal Firm Name)

is submitting this Proposal for Furnishing and Performing the Work specified herein as the

#### MAGNOLIA BEACH FIRE STATION PROJECT FOR CALHOUN COUNTY, TEXAS -TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. C-1.

This PROPOSAL is Submitted to the COUNTY OF CALHOUN, hereinafter called "OWNER".

- 1. Terms used in this PROPOSAL are defined in the General Conditions or Document No. 00120 Instructions to Bidders and shall have the meanings indicated in the General Conditions or Instructions.
- 2. BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to furnish and perform all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this BID and in accordance with the other terms and conditions of the Contract Documents.
- 3. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This BID will remain subject to acceptance for Sixty (60) Calendar Days after the Bid Opening. **BIDDER shall sign and deliver the required number of counterparts of the Agreement, including all required documents indicated by the Bidding Requirements, within Fifteen (15) Working Days after the date of OWNER's Notice of Award.**
- 4. In submitting this BID, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date):

Addendum No.:	 	 
Date Received:	 	 

- b. BIDDER has visited the site and is familiar and satisfied with the general, local and site conditions that may affect cost, progress, and furnishing and performing the Work.
- c. BIDDER is familiar and satisfied with all federal, state and local Laws and Regulations that may affect cost, progress, and furnishing and performing the Work.

- d. BIDDER is aware of the general nature of work, if any, to be performed by OWNER (or others) at the site in relation to the Work for which this BID is submitted.
- e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing and performing the Work for which this BID is submitted.
- g. This BID is <u>GENUINE</u> and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID. BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding. BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 5. BIDDER agrees to complete the Work in accordance with the Contract Documents.
  - a. BIDDER acknowledges that the amounts are to be shown in both words and figures, and in case of discrepancy, the amount in words shall govern.
  - b. BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on the actual quantities determined as provided in the Contract Documents.
  - c. BIDDER acknowledges that, at OWNER's option and/or at OWNER's request, any of the quantities may be deleted, reduced, or increased based upon the respective Unit Prices.
  - d. BIDDER acknowledges that Unit and Lump Sum Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.
  - e. BIDDER agrees to furnish all necessary labor, superintendence, plant, machinery, equipment, tools, materials, insurance, services and all other requirements deemed necessary to complete the items of Work indicated on the following pages for the specific dollar amounts stated.

BA	SE	BID

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
1.	1	LS	Furnishing Mobilization and Insurance as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
2.	1	LS	Furnishing equipment, materials and labor for the installation of the CDBG temporary and a permanent acknowledgement sign as per page 02845-1 of the specifications and the Magnolia Beach Volunteer Fire Department building signage as per plans and specifications complete and in place for a lump sum price of	
			Dollars	
			andCents.	\$
3.	1	LS	Furnishing equipment and labor for the demolition and removal and disposal of an existing metal building (approx. 2,930 SF), concrete foundation, sidewalks (approx. 150 SF), existing asphalt parking lot (approx. 1,420 SY), existing trees (3 ea.), existing concrete curb and gutter (approx. 155 LF), existing propane tank, trash cans, and sign and removal of the flag pole and reinstallation as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
4.	1	LS	Furnishing equipment, materials and labor for the installation of the appliances that includes, but not limited to refrigerator, freezer, ice maker with bin, double oven, stove, water heater, washer and dryer complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			and Conta	¢

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
5.	1	LS	Furnishing equipment, materials and labor for the installation of building reinforced concrete foundation and appropriate earthwork, imported select fill and subgrade prep (approx. 6155 SF), reinforced concrete drilled piers with bell bottoms (approx. 18 EA), steel pipe bollard (approx. 14) as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
6.	1	LS	Furnishing equipment, materials and labor for the installation of precast concrete grate inlet, 18" HDPE, 24" HDPE, 24" Cap and connection to existing concrete inlet complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
7.	1	LS	Furnishing equipment, materials and labor for the installation of gravity sanitary collection system, sewer service includes, but not limited to interior building plumbing, venting and connection to public sewer line, hand sinks, mop sink, dish sink, food prep sink, water closet, floor drains, grease trap, lavatories, showers, and coordination with Sewer District, complete in place as per plans and specifications for a lump sum price of	
			Dollars	¢
			andCents.	۵
8.	1	LS	Furnishing equipment, materials and labor for the installation of water service for the facility that includes, but not limited to all piping, valves, hose bibs, RPZ, and interior building piping, all complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			and Cents.	\$

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
9.	1	LS	Furnishing equipment, materials and labor for the construction of the 60'-8" x 101'-5½" pre-engineered metal building designed for 160 mph wind pressure with "R" panel roofing and siding, gutters and downspouts, 3'-4" high brick wall, insulation of roof and North and East walls, impact resistant windows, personal doors, sectional doors complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
10.	1	LS	Furnishing equipment, materials and labor for the installation of facility electrical components on the exterior and interior of the facility that includes, but not limited to wiring, conduits, disconnects, panels, circuits for all electrical equipment, secondary power to pole barn, communication conduit and cabling, including all lighting complete in place system as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
11.	1	LS	Furnishing equipment, materials and labor for the construction of the interior wood constructed facility (kitchen, restrooms, supply room and storage room) includes, but not limited to floor sheeting, structural joist system, painting, suspended ceiling, floor finish, interior doors, concession roll up door and counter, stainless steel islands, changing tables, ADA bars, steel stairs, cabinets, counter tops, hood venting components, including exterior wall penetrations all complete and in place as per plans and specifications for a lump sum price of	
			Dollars	

AMOUNT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	D Y. UNIT	) EM
	Furnishing equipment, materials and labor for the installation of the 5-ton air conditioning system that includes, but not limited to air handler, ducts, registers, thermostat, and two large (12 ft) diameter fans, building exhaust fan and louvers, carbon monoxide alarm system all complete and in place as per plans and specifications for a lump sum price of	LS	
	Dollars		
\$	andCents.		
	Furnishing equipment, materials and labor for the installation of two (2) reinforced concrete driveways (approx. 1,831 SF), reinforced concrete door apron with appropriate curbing (approx. 670 SF), reinforced concrete sidewalk (approx. 500 SF) and one (1) ADA compliant concrete ramp and reinforced concrete generator pad (approx. 90SF), concrete base for future sign, 6" monolithic reinforced concrete curb and gutter (approx. 55 LF), all concrete flat work complete in place as per plans and specifications for a lump sum price of	LS	
	Dollars		
\$	andCents.		
	Furnishing equipment, materials and labor for the installation of asphalt patch repair at new driveways and curb and gutter tie-in locations (approximately 155 LF) complete in place as per plans and specifications for a lump sum price of	LS	
	Dollars		
\$	and Cents.		

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
15.	1	LS	Furnishing equipment, materials and labor for the installation of HMAC pavement and appropriate earthwork and subgrade and base material prep (approximately 10,100 SF) complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
16.	1	LS	Furnishing equipment, materials and labor for the installation of fire lane striping, parking spot striping and ADA striping, ADA parking signage and precast concrete wheel stops where indicated complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
17.	1	LS	Furnishing equipment, materials and labor for the installation of chain link fencing barbwire extension and 10' gate around generator pad (approx. 46 LF) complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$
18.	1	LS	Furnishing equipment, materials and labor for a 117-kW diesel engine generator with 220-gallon UL 142 approved fuel tank with transfer switch and wiring complete in place as per plans and specifications for a lump sum price of	
			Dollars	
			andCents.	\$

BID ITEM	BID QTY.	UNIT	DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS	AMOUNT
19.	1	LS	Furnishing materials, labor and equipment for implementation, enforcement, and maintenance of TPDES requirements for duration of project (SWPPP) for a lump sum price of	
			Dollars	
			andCents.	\$
20.	1	LS	Furnishing labor for the installation of surplus fill including leveling and sodding as per plans and specifications, for a lump sum price of	
			Dollars	
			andCents.	\$

TOTAL BASE BID AMOUNT, for MAGNOLIA BEACH FIRE STATION PROJECT FOR CALHOUN COUNTY, TEXAS - TEXAS GENERAL LAND OFFICE CONTRACT NO. 20-065-064-C182 AND CALHOUN COUNTY 2020 CDBG-DR CONTRACT WORK ORDER NO. C-1, being Items 1 thru 20 above is:

DOLLARS
CENTS. \$
CALANDAR DAYS
******
AWARD OF CONTRACT SHALL BE BASED ON THE "BASE BID" WITH CONSIDERATION
OF THE OWNER 5 OF HONS

#### **OWNER'S OPTIONS** ----------DESCRIPTION OF ITEM WITH PRICE WRITTEN IN WORDS BID BID QTY. UNIT ITEM AMOUNT 01. 1 LS Deduction for the furnishing and installation of the two 12foot diameter fans for a lump sum price of Dollars Cents. \$\_\_\_\_\_ and Deduction for the installation of the 3'- 4" high brick wall O2. LS 1 (approx. 97 LF) including but not limited to concrete foundation reduction (brick edge) for a lump sum price of Dollars and Cents \$ O3. 1 LS Deduction for the furnishing of wood constructed stairs in lieu of the steel stairs for a lump sum price of Dollars \$ and Cents. 04. 1 LS Deduction for using reconditioned on-site materials in leu of select fill for the bottom 2 feet of fill under the building slab for a lump sum price of Dollars Cents. \$ and 05. CY Deduction for the hauling of excess dirt/road base materials 1 by the County in lieu of Contractor disposal for a unit price of Dollars and Cents per cubic yard. \$

6.	BIDDER agrees that the Work shall be completed and ready for f accordance with Paragraph 14.07 of the General Conditions when the commences to run.	inal payment in Contract Times			
	BIDDER accepts the provisions of the Agreement as to liquidated dama of failure to complete the Work within the times specified in the Agreem	ages in the event ent.			
7.	The following documents are attached to and made a condition of this BID:				
	DOCUMENT NO. 00411 - <u>REQUIRED BID SUBMITTAL INSTRUCTIO</u>	NS			
8.	Communications about this BID shall be directed to BIDDER's address in	ndicated below.			
	SUBMITTED this day of, 2	2021.			
	Authorized Signature:				
	Name:				
	Title:				
	Attesting Signature:	-			
	Name:	-			
	Title:	_			
	Legal Firm Name:	-			
	Business Address:	_			
	Phone Number:	-			
	Facsimile Number:	-			
	E-Mail Address (optional):				
	State of Incorporation, if applicable:				
	State Contractor License No.:				

**END OF DOCUMENT** 

believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER or OWNER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### **ARTICLE 10 - CHANGES IN WORK; CLAIMS**

#### Paragraph 10.05 - Claims

#### Sub-paragraph B - Notice. First sentence.

**Change:** after the start of the event

**To Read:** after discovery of the start of the event

Sub-paragraph B - Notice. Third sentence.

**Change:** after the start of such event

**To Read:** after discovery of the start of such event

#### **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION...**

#### Paragraph 13.03 - Tests and Inspections

#### Sub-paragraph A.

#### Delete in its entirety and insert the following:

OWNER's Representative will inspect and check all items of Work as it progresses to insure compliance with the Contract Documents. CONTRACTOR shall at all times facilitate this inspection. It will be CONTRACTOR's responsibility to contact OWNER's Representative directly prior to beginning any new phase of Work, so that he may be on hand to inspect materials, equipment, etc., prior to start of such Work.

#### Sub-paragraph B.

#### Delete in its entirety and insert the following:

If OWNER wishes to have a third party testing service, selected by OWNER, perform testing to confirm test results provided by CONTRACTOR, these shall be paid for by OWNER provided such tests show compliance with the Contract Drawings and these Specifications. Should the tests fail to meet the requirements of the Contract Drawings and Specifications, such tests shall be paid for by CONTRACTOR. CONTRACTOR shall then verify by independent tests that Work has been done to correct all discrepancies before any additional tests by OWNER's laboratory are made. If they so choose to confirm results again. No investigations or tests of subsurface or latent physical conditions other than those indicated on the Contract Drawings and in these Specifications will be furnished by OWNER.

#### Sub-paragraph E.

Add: Any Work performed on Saturday, Sunday, or legal holiday without benefit of an inspection may require removal or replacement if directed by ENGINEER.

#### Paragraph 13.04 - Uncovering Work

#### Sub-paragraph A.

#### Delete in its entirety and insert the following:

If any Work is covered contrary to the written request of ENGINEER or to requirements specifically expressed in the Contract Documents, it must, if requested by ENGINEER, OWNER or any governmental authority, be uncovered for their observation and replaced at CONTRACTOR'S expense.

#### Paragraph 13.05 - OWNER May Stop the Work

#### Sub-paragraph A.

Add: Exercise, or failure to exercise, OWNER's right to stop the Work shall not relieve CONTRACTOR of any of its responsibilities and obligations under or pursuant to the Contract Documents.

#### Paragraph 13.06 - Correction or Removal of Defective Work

#### Sub-paragraph A. First sentence.

- **Change:** if the Work has been rejected by ENGINEER,
- **To Read:** if the Work has been rejected by ENGINEER, OWNER or any governmental authority,

#### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

#### Paragraph 14.02 - Progress Payments

#### Sub-paragraph A. - Application for Payments

#### Sub-paragraph 1.

**Change:** At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month),

#### **DIVISION 1 - GENERAL REQUIREMENTS**

#### **SECTION 01410 - INSPECTION, TESTING AND GUARANTEE**

#### .01 GENERAL:

These requirements supplement those provided under Article 13 of the General Conditions.

#### .02 INSPECTION:

- a. <u>Inspector</u>: A representative of ENGINEER or OWNER will be assigned authority to observe and inspect the Work.
- b. <u>Working Days</u>: Inspectors are not required to work on Saturdays, Sundays or legal holidays. If CONTRACTOR plans work on a Saturday, Sunday or legal holiday, prior arrangements should be made for an inspector not later than 48 hours on the working days before the Saturday, Sunday or legal holiday.
- c. <u>Uninspected Work</u>: Any Work performed on Saturday, Sunday, or a legal holiday without benefit of any inspection may require removal and replacement if directed by ENGINEER. Removal and replacement will be completed at no additional cost.

#### .03 TESTING:

- a. The cost of preparing and testing, and the cost of other laboratory services required for establishing the concrete mix, and redesigning the mix, if necessary, shall be borne by CONTRACTOR. These tests shall also include, but not necessarily limited to: Compaction Testing, Concrete Strength Testing, Concrete Slump Testing, Subgrade Stabilization Depth Testing, Subgrade Gradation Testing, Base Material Testing, Asphalt Placement Testing and Density Testing.
- b. CONTRACTOR shall furnish at his own expense, suitable evidence that all the materials he proposes to incorporate into the Work are in accordance with the Specifications. Mill tests for reinforcing steel and cement will be acceptable if it is definite that the test sheets apply to the material being furnished. Manufacturer's or supplier's test results will be acceptable for such items as pipe and fittings, when it is definite that the materials being furnished is that to which the test results apply. Should CONTRACTOR fail to provide the above information, ENGINEER shall have the right to require tests to be made by OWNER's laboratory to obtain the information and the cost therefore shall be borne by CONTRACTOR.

c. In any event, ENGINEER may have further tests made by commercial laboratory, or may make tests himself, to ensure that the Specifications are complied with by CONTRACTOR. Costs of these tests will be borne by CONTRACTOR. Should OWNER wish to have a third-party testing performed to confirm test results supplied by CONTRACTOR then those tests shall be paid for by OWNER, **unless** those results come back with unsatisfactory construction and/or materials. Should results come back unsatisfactory then the cost associated with the OWNER's testing shall be paid for by CONTRACTOR and retested at CONTRACTOR's expense. Work shall not commence further until OWNER and ENGINEER are provided evidence showing that unsatisfactory results and areas have been addressed and receiving passing results.

#### .04 GUARANTEE:

- a. CONTRACTOR shall deliver to ENGINEER upon completion of all Work under the Contract his written guarantee, in the form of SECTION 01700 -CONTRACT CLOSEOUT REQUIREMENTS, made out to OWNER, guaranteeing all of the Work under the Contract to be free from faulty materials in every particular and free from improper workmanship; and against injury from proper and usual wear; and agreeing to replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect; and to make good all damage caused to other Work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of one (1) year from the date of completion of all Work under this Contract, as evidenced by ENGINEER's final certificate. This guarantee must be furnished to ENGINEER and approved by ENGINEER before acceptance and final payment is made.
- b. CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to CONTRACTOR by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to OWNER; however, such assignment shall not relieve CONTRACTOR of the responsibility (stated in subparagraph a. above) in case of failure of subcontractors or suppliers to fulfill the provisions of such warranties or guarantees.
- c. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve CONTRACTOR of responsibility for neglect of faulty materials or workmanship during the period covered by the guarantee.

#### **END OF SECTION**