



MORE THAN ARCHITECTS

ADDENDUM

NO. 1

TO THE DRAWINGS AND THE PROJECT MANUAL

PROJECT NAME: Donna Shepard Intermediate School

CLIENT NAME: Mansfield ISD

LOCATION: Mansfield, Texas

PROJECT NUMBER: 1721-17-01

BID DATE: Thursday September 26, 2019 at 2:00PM

ADDENDUM DATE: Thursday September 12, 2019

For additional information regarding this project, contact Jared Baugh at jbaugh@leelewis.com



09/09/2019

THIS ADDENDUM INCLUDES:

Architectural Items 1 Pages

AND ALL ATTACHED REVISED DRAWING REFERENCES IN THE ADDENDUM

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09/09/2019

ARCHITECTURAL ITEMS FOR ADDENDUM NO. 1

NOTICE TO PROPOSERS:

- A. This Addendum shall be considered part of the contract documents for the above-mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original contract documents, this Addendum shall govern and take precedence.
- B. Proposers are hereby notified that they shall make any necessary adjustments in their estimate on account of this Addendum. It will be construed that each Proposer's proposal is submitted with full knowledge of all modifications and supplemental data specified therein. Acknowledge receipt of this addendum in the space provided on the proposal form. Failure to do so may subject Proposer to disqualification.

REFERENCE IS MADE TO THE DRAWINGS AND THE PROJECT MANUAL AS NOTED:

PROJECT MANUAL:

AD No 1, Arch. Item 1: To the Project Manual, Section 00 2116, "INSTRUCTIONS TO PROPOSERS,"


To paragraph 1.01 SEALED PROPOSALS, add the following "Pre-Proposal Meeting held at 4:30 P.M., Thursday, September 12, 2019 at Donna Shepard Intermediate School, 1280FM 1187, Mansfield TX 76063."

END OF ARCHITECTURAL ADDENDUM

SECTION 00 2116
INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS

1.01 SEALED PROPOSALS

- A. Sealed proposals addressed to Lee Lewis Construction Inc. , Construction Manager for the Mansfield ISD - Donna Shepard Intermediate School Renovations, Mansfield, Texas, shall be received until 2:00 PM, THURSDAY, SEPTEMBER 26, 2019. Proposals shall be delivered to Lee Lewis Construction Inc. , 17177 Preston Road, Suite 160, Dallas, Texas 75248 . Proposals are for the furnishing of all labor, materials and equipment, and performing all work required for Donna Shepard Intermediate School Renovations for Mansfield ISD, and in compliance with the project manual and drawings, and other contract documents, as prepared by Huckabee.
-  B. There will be a Pre-Proposal Meeting held at 4:30 P.M., THURSDAY, SEPTEMBER 12, 2019 at Donna Shepard Intermediate School, 1280 FM 1187, Mansfield, TX 76063. Attendance is highly recommended.
- C. Attention is called to the fact that the contractor must comply with all Federal, State and Local labor laws, including Chapter 2258 Texas Government Code Title 10, which requires that the contractor pay not less than the following prevailing wage rates and rates for legal holidays and overtime, which have been ascertained by the awarding body and listed in Section 00 7343 Wage Rate Requirements.
- D. Attention is called to the fact that the Owner is exempt from the payment of the State Sales Tax normally levied against material costs. The contract sum, as identified by the Base, shall not include any allowance for the payment of State Sales Tax on materials required to complete the work. The successful proposer, upon award of the contract, will be furnished with a permit number, which will enable him to purchase the required materials without payment of such taxes.
- E. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, and the Supplementary General Conditions are applicable to the Instructions To Proposers. A copy of the Agreements are available from the Construction Manager.
- F. Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Proposers, the Proposal Form, and the proposed contract documents, including any addenda issued prior to receipt of proposals.
- G. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and the project manual, by additions, deletions, clarifications or corrections. Addenda will become part of the contract documents when the construction contract is executed. ADDENDA WILL BE PUBLISHED ON THE WEBSITE OF HUCKABEE (www.huckabee-inc.com). NO ADDENDA WILL BE MAILED OR FAXED TO ANY PLANHOLDER UNLESS REQUESTED BY THE PROPOSER.
- H. Each proposer, by making his proposal, represents that he has read and understands the bidding documents.
- I. Each proposer, by making his proposal, represents that he has familiarized himself with the local conditions under which work is to be performed.
- J. All proposals must be prepared on the form provided by the Construction Manager and submitted in accordance with the Instructions to Proposers. When the proposal contains multiple "Proposal Items", it shall be understood that the Owner may award each Proposal Item separately, or in any combination that the Owner chooses.
- K. A proposal is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or prior to any extension thereof issued to the proposers.
- L. Unless otherwise provided in any supplement to the Instruction to Proposers, no proposer shall modify, withdraw or cancel his proposal or any part thereof for thirty days after the time designated for the receipt of bids in the Advertisement or Invitation to Bid.

- M. Each proposer represents that his proposal is based upon the material and equipment described in the bidding documents.
- N. Each proposer shall examine the bidding documents carefully, and not later than seven (7) days prior to the date for receipt of proposals, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an addendum by the Architects. Only a written interpretation or correction by an addendum shall be binding. No proposer shall rely upon any interpretation or correction given by any other method.
- O. No substitution will be considered unless written request has been submitted to the Architect for approval at least ten (10) days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation.
- P. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.
- Q. The proposer acknowledges the right of the Owner and Construction Manager to reject any or all proposals and to waive any informality or irregularity in any proposal received. In addition, the proposer recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.
- R. Each proposer agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and the respective employees, arising out of or in connection with the administration evaluation or recommendation of any proposal.
- S. In case of ambiguity or lack of clearness in stating the price in the Proposal, the Owner and Construction Manager reserves the right to adopt the price written in words or to reject the Proposal.

1.02 GUARANTEES

- A. Besides guarantees required elsewhere, contractor shall guarantee the work in general for one year. Contractors shall be held responsible for and must make good any defects arising or discovered in any part of his work within one year period noted on the form, and in certain other parts as required by the specifications for a long period. Where detailed specifications call for guarantees as above specified, they shall cover the special features called for.
- B. In addition to guarantees called for elsewhere in these specifications, the contractor shall guarantee all of his work for a period of one year after the date of full completion against defective material or faulty workmanship that may arise within that period.
- C. All guarantees must be submitted to the Architect before the final payment request will be approved.
- D. We agree to repair or replace to the satisfaction of the Architect, and at no expense to the Owner, any or all work that may prove defective in workmanship or materials, or is not meeting the specification requirements within that period (ordinary wear and tear and unusual abuse or neglect excepted) together with any other work which may be damaged or displaced in so doing.
- E. In the event of our failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, we, collectively and separately, do hereby authorize the Owner to proceed to have the defects repaired and made good at our expense, and will pay the costs and charges therefore immediately upon demand.

END OF SECTION