Date: April 9, 2019

ADDENDUM NO. ONE (01)

PROJECT NO: 126467 & 126828C

TITLE OF PROJECT: BUNKHOUSE COMPLEX REPLACEMENT & VISITOR CENTER LANDSCAPING

FACILITY LOCATION: CHAPARRAL WILDLIFE MANAGEMENT AREA

NOTICE TO ALL BIDDERS:

This addendum shall be considered part of the Contract Documents and is issued to change, amplify, or delete from or otherwise explain the documents where provisions of this addendum differ from those of the original contract documents. This addendum shall have precedence over the original contract documents and shall govern.

Bidders are hereby notified that they shall incorporate this addendum in their bid, and it shall be construed that the Contractor's Bid shall reflect with full knowledge, all items, changes and modifications to the contract documents herein specified.

Bidders are advised to check for updates, addenda issuance, and bid opening date changes at the TPWD Infrastructure Division Website:

http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities/construction/

Throughout the Contract Documents that were included in the reference solicitation issued on March 21, 2019 for Project #126828C, replace the title, "Additive Alternate" with "Option".

The following documents have additional language and/or instructions due to the change above:

* Instructions to Bidders: delete and replace, page 4 of 4, item 16 with the revision below.

* Contractor's Bid: delete and replace, page 1 of 5 with the revision below.

Also, DELETE the following: DIVISION 1 – GENERAL REQUIREMENTS, SECTION 01000 – SPECIAL CONDITIONS, PART 1 – GENERAL, 1.32 - MINIMUM EXPERIENCE REQUIREMENTS, PAGE 11 OF 15, and REPLACE with the revision below.

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.
Bid opening time, date and location REMAINS:
2:00 P.M., (CT), May 2, 2019
Texas Parks and Wildlife Department
4200 Smith School Road – Conference Room A-100
Austin, Texas 78744

Bidders shall acknowledge receipt of this addendum in the space provided on the Contractor's Bid form located above the signature block. WARNING: BIDDER’S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF BID.

END OF ADDENDUM NUMBER ONE (01)

Sincerely,

Gisela Alanis, CTPM, CTCM
Contract Manager
Infrastructure Division

Attachments: DIVISION 1 – GENERAL REQUIREMENTS, SECTION 01000 – SPECIAL CONDITIONS, PART 1 – GENERAL, 1.32 - MINIMUM EXPERIENCE REQUIREMENTS, PAGE 11 OF 15, Revised 04/08/19 – one (1) page
15. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Bidder certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Bidder is in compliance with the State of Texas statutes and rules relating to procurement and that Bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

16. **OPTION FOR INCLUSION OF ADDITIONAL WORK:** TPWD may require the performance of additional work described in the Contractor’s Bid Schedule as an Option Item at the price(s) specified by giving written notice to the Contractor within the time specified. Performance of said additional work will be directed by Change Order.

17. **ENERGY POLICY AND CONSERVATION ACT:** Contractor shall comply with the mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. **BUY AMERICAN ACT:** (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material. (b) The Contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.
**TEXAS PARKS AND WILDLIFE**

**CONTRACTOR'S BID**

Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

Having carefully examined the Invitation for Bids and Contract Documents. Chaparral Wildlife Management Area, Project No. 126476 - Bunkhouse Complex Replacement, and Option: Project No. 126828C – Visitor Center Landscaping, Cotulla, Dimmit County Texas for the Texas Parks and Wildlife Department, as well as the premises and conditions affecting this work, and all other contract documents, the undersigned proposes to furnish all labor, equipment and materials necessary to complete the work for the sum of:

**BID SCHEDULE**

<table>
<thead>
<tr>
<th>BASE BID ITEM – PROJECT NO. 126476 - BUNKHOUSE</th>
<th>LUMP SUM PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish all labor, equipment, materials, and incidentals necessary,</td>
<td></td>
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<tr>
<td>but not limited to: construct a new two (2) building complex including</td>
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<tr>
<td>one (1) group bunkhouse and one (1) four-unit bunkhouse to replace the</td>
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<tr>
<td>existing complex to be removed/relocated by others. Include new</td>
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<tr>
<td>connections to existing site utilities, and provide a new OSSF to</td>
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<td>replace existing system, in accordance with the Invitation for Bids and</td>
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<tr>
<td>Contract Documents.</td>
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</tbody>
</table>

**TOTAL LUMP SUM BASE BID**  

$  

(Total Lump Sum Base Bid Price written in words)

<table>
<thead>
<tr>
<th>BID OPTION ITEM NO. 1 - PROJECT NO. 126828C</th>
<th>BID OPTION TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish all labor, equipment, materials, and incidentals necessary</td>
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<tr>
<td>for the Visitor Center Landscape, including, but not limited to:</td>
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<tr>
<td>construction of flagstone walks and patio, flagstone edging, river</td>
<td></td>
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<tr>
<td>rock dry stream, prepare landscape planting beds, install irrigation</td>
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</tr>
<tr>
<td>system, rain water collection system, roof gutters and downspouts at</td>
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<tr>
<td>the Chaparral WMA Visitor Center Building, in accordance with the</td>
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<tr>
<td>Invitation for Bids and Contract Documents. The Owner may exercise</td>
<td></td>
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<tr>
<td>its Option to direct this additional work at the Bid Amount within 60</td>
<td></td>
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<tr>
<td>days of the Authorization to Proceed with Construction Activities.</td>
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</tbody>
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(Total Bid Option Item No. 1 written in words)
1.29 PATENTS, TRADEMARKS OR COPYRIGHTS:

Contract agrees to defend and indemnify the Owner and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the Owner’s or the State’s use of any good or service provided by the Contractor as a result of this solicitation.

1.30 FORCE MAJEURE:

The Owner may grant relief from performance of contract if the Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with the Owner.

1.31 U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM:

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

A. All persons employed to perform duties within Texas, during the term of the Contract; and

B. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of Texas Parks and Wildlife Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

1.32 MINIMUM EXPERIENCE REQUIREMENTS:

CONTRACTOR MUST SHOW EVIDENCE OF THREE (3) SUCCESSFUL CONSTRUCTION PROJECTS SIMILAR TO THIS PROJECT (AS JUDGED BY OWNER) THAT OCCURRED WITHIN THE PAST FIVE (5) YEARS, TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT. THIS EXPERIENCE IS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION.

1.33 SPECIAL INSURANCE REQUIREMENTS: (See also UGC, Article 5)

Umbrella Liability Insurance: Amount of Insurance. Coverage shall be provided with a limit of not less than $5,000,000. The Contractor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work.