
HARRIS COUNTY HOUSING AUTHORITY
8933 Interchange Houston, Texas 77054 | 713.669-4514 P|

AMENDMENT OF SOLICITATION

AMENDMENT # 3 – REQUEST FOR BIDS
FOR
THE RETREAT AT WESTLOCK

DATE: 07-22-2015
(Original Signed)

ISSUED BY: HORACE ALLISON, AIA, Chief Development Officer

AMENDMENT TO SOLICITATION: Request for Bids for the Retreat at Westlock

THE DATE AND TIME SPECIFIED FOR RECEIPT OF THE BID(S) IS CHANGED TO: **July 30, 2015, 10:00 AM.**

THE SOLICITATION MENTIONED ABOVE IS AMENDED AS SET FORTH ABOVE AND BELOW. PROPOSERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED FOR RECEIPT OF PROPOSALS BY SIGNING THIS FORM BELOW AND INCLUDE THE AMENDMENT WITH THE BIDDER'S BID SUBMITTAL.

DESCRIPTION OF AMENDMENT:

Item 1: The Advertisement for Bids, Rev #1, 7-14-2015 published in the Houston Chronicle on July 15 & 19, 2015 is hereby revised/amended as follows:

Advertisement for Bids

Harris County Housing Authority/ITEX Developers, LLC/ICON Builders, LLC is accepting un-sealed competitive bids/proposals from specialty sub-contractors and suppliers for the new construction of **THE RETREAT AT WESTLOCK APTS.** located on the west side of the 24055 SH 249, Tomball, Harris County, Texas 77377. **Bid Due: July 30, 2015 at 10:00 AM.**
Basis of Bids: Lump Sum by trade(s). This project will be federally funded by the U.S. Housing

and Urban Development (HUD) Department, and administered by the Harris County Community Services Department (HCCSD). Bidders shall comply with the regulations governing the HUD HOME Program (24 C.F.R. Part 92) and the CDBG Disaster Recovery Program (Regulation 24 CFR 570). Applicable requirements include, but are not limited to, compliance with the Davis-Bacon and Related Acts (General Decision TX_150099, RESIDENTIAL, Modification 1, Publication Date 01/30/2015), Fair Labor Standards, Equal Employment Opportunity, Affirmative Action, Section 3 of the HUD Act of 1968, and contracting with small, minority, and disadvantage firms, as detailed in the project manual. **Bid Submission:** Un-sealed, sales tax exempt competitive bids shall be submitted by fax, email, mail or hand delivery) to: **ITEX Development/ICON Builders, 3700 Buffalo Speedway, Suite 1010, Houston, Texas 77098, bids@iconbuilders.net, (713) 963-8164 fax, (409) 727-0338 phone** by no later than the due date and time. The Owner, General Contractor, Investor or Lender will reserve the right to waive irregularities and to reject bids. Bidders will be required to furnish verifiable references. Bidders will be required to have a payment and performance bond on scopes of work that are \$500,000.00 or more. Contractor, Owner, Investor or Lender will reserve the right to joint check any sub-contractor or supplier.

Please viewed the bid documents at: ftp://ftp.linked-intech.com, user name: **HCHA** and Password: **H@rr1s!**. Bid documents may also be purchased for cost from INTERSTATE REPROGRAPHICS & PRINTING 3925 Dacoma, Suite E, Houston, Texas 77092, (713) 316-9774/ (713) 309-0732, tgrepare@interstaterp.com. If you require additional information, please contact, Cisco Abshire (cisco.abshire@iconbuilders.net) with ITEX Developers, LLC at (409) 727-0388.

Rev. #2 7-22-2015

Item 2: Instructions To Bidders

Remove “00 00 20 Instructions To Bidders” and replace with “00 00 20 Instruction To Bidders Revision #1 dated 7-22-15”, See Attachment 1.

Bidder/Respondent _____

Name

Date: _____

Signature

ATTACHMENT 1

00 00 20
INSTRUCTIONS TO BIDDERS
Revision #1 dated 7-22-15

1. Preparation of Bid – Bids shall be submitted on “Exhibit A -Bid Forms which is included in Instructions to Bidders. Bidder(s) shall enter all requested information in the appropriate spaces on the Bid Form(s). In addition, Bidder(s) shall submit a List of Subcontractors described in Section 7 below, as well as Bidders’ most recent Financial Statements. All costs of bid preparation shall be borne by the Bidder(s).

2. Mandatory Qualifications - In order for a bid to be considered responsive to the Advertisement for Bids, the minimum experience of the bidder shall be the completion of two (2) projects of similar nature, scope and value not less than \$200,000 in the last 3 years.

3. Examination of Bid Documents – The Bid Documents consists of this Advertisement For Bids, Construction Documents (plans/drawings), documents listed in the Table of Contents of the Project Manual, and any addenda which may have been issued. Bidder shall thoroughly examine and be familiar with all Bid Documents, including legal and procedural aspects. Submission of a bid shall constitute bidder’s acknowledgment upon which Developer may rely that bidder has thoroughly examined and is familiar with the Bid Documents. Failure or neglect of bidder to receive or examine all or part of the Bid Documents shall in no way relieve the bidder from any obligations with respect to this bid invitation or any resultant contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the Bid Documents.

4. Inspection of Site –Each Bidder is advised to perform their own Inspection of Site prior to submission of the bid. There will not be any formal Inspection of Site. Site is located at the Southwest Corner of Westlock and State Highway 249 in Unincorporated Harris County, Texas 77377. Bidder must examine and judge for itself the location of the proposed work and the nature and extent of the work to be done. Bidder is required to inspect the project location to satisfy itself, by examination or other appropriate means, of the actual conditions at the site. Submission of a bid shall constitute a representation by bidder that it has visited and examined the project site and is relying on its own examination and knowledge of the site in making its bid, and not on any representation by Developer. No claim for additional compensation shall be allowed that is based upon a failure to examine, or lack of knowledge of, the work site.

5. Questions – All questions regarding the contract documents, bid documents, specifications, the plans or the scope of work shall be referred to ICON Builders (bids@iconbuilders.net), via email, fax, or phone to. Inquiries will be answered in writing to all Proposers of Record if written clarification is warranted in the opinion of ICON Builders and HCHA in addendum(s). All addendums will be posted on the HCHA and FTP websites. The Owner will not be responsible for oral clarifications.

6. Bid Price – Any items shown in the Scope of Work and Technical Specifications and not specifically listed in the bid price are to be considered included; and no additional or special compensation will be allowed. Bid price shall include all costs for:

- a. Furnishing all tools, equipment, materials, apparatus, facilities, labor, transportation, supervision and management necessary to perform the work described in the bid documents;
- b. Providing the necessary safety precautions for the protection of the public, such as barricades and warning signs;
- c. Cleanup activities to restore the work site to a satisfactory condition;
- d. Federal, state and local taxes;
- e. All permits and licenses required to perform the work described in the bid documents.

7. Bid Submittal – Bidder must submit un-sealed copies of completed Bid Forms to ITEX Development/ICON Builders at 3700 Buffalo Speedway, Suite 1010, Houston, Texas 77098 by **July 30, 2015 at 10:00AM. ALL BIDS RECEIVED AFTER THIS TIME WILL BE NONRESPONSIVE AND DISQUALIFIED. Please see Item 16 below: Timeline for bid opening location, date and time.**

All submissions must include all Bid Forms as described in #1- Preparation of Bid above.

All submissions must include the full business address of the bidder and be signed by bidder. Submissions by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Qualifications by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. When requested by Developer, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

8. Modification or Withdrawal of Bids

- a. Before Date and Time for Receipt of Bids - Bids that contain mistakes discovered by a bidder before the date and time for receipt of bids may be modified if received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original bid.
- b. After Date and Time for Receipt of Bids - A bidder may not change its bid after the date and time set for receipt of bids except that the bidder may seek Developer's consent to the substitution of a subcontractor where the bidder can demonstrate that the name of the substituted subcontractor was listed as the result of an inadvertent clerical error.

9. Postponement of Opening Extensions - Developer reserves the right to postpone the date and time for receipt of bids at any time prior to the date and time announced in the Advertisement For Bids. The date and time shall be extended by a written addendum posted on HCHA website at least 72 hours before deadline.

10. Late Bids - Bidder shall be responsible for the timely delivery of bid. Bids received after the deadline for receipt of bids shall not be accepted.

11. Bid to Remain Open - The bidder shall guarantee its bid for a period of Ninety (90) calendar days from the date of bid opening.

13. Bid Evaluation – Developer will evaluate all bids received to determine if the bidder is lowest responsive and responsible. A bidder will be deemed to be responsive if it has submitted a bid that conforms in all material respects to the requirements of the bid documents and demonstrates compliance with the mandatory experience. A bidder will be deemed to be lowest, responsive and responsible if the Bidder:

- a. Has the ability, capacity, experience and skill to perform the work in accordance with the bid specifications.
- b. Has the ability to perform the work promptly or within the time specified, without delay;
- c. Has equipment, facilities and resources of such capacity and location to enable it to perform the work;
- d. Has a record of satisfactory or better performance under prior contracts with the Developer or others; and
- e. Has complied with laws, regulations, guidelines and orders governing prior or existing contracts.

14. Discrepancies in Bid Forms - If there are unit price bid items in a bid schedule, and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount shall be adjusted accordingly. Likewise, if there is more than one bid item in a bid schedule, and the total of the schedule does not equal the sum of the bid items, the individual amounts of the bid items shall govern and the total shall be adjusted accordingly. If there is a difference between the bid price entered in words and the bid price entered in figures for the same quotation, the price in words shall prevail.

15. Rejection of Bids - Developer reserves the right to reject any and all bids; and further reserves the right to reject any bids that are found to be non-responsive or submitted by a bidder that is not responsible.

16. Timeline

Publish Notices In Paper	Wednesday, July 15, 2015 & Sunday, July 19, 2015
Site Visit	Any time before bid deadline
Bids Due	Tuesday July 30, 2015, 10:00 AM
Bid Opening & Tabulation	Tuesday July 30, 2015, 11:00 PM at ITEX/ICON offices 3700 Buffalo Speedway, Suite 1010, Houston, Texas 77098

Exhibit A

Bid Form

Submit by fax, email, mail or hand delivery Un-sealed Bid No Later than July 30, 2015 by 10:00 AM:

TO:
Cisco Abshire, Vice President
ICON Builders, LLC
3700 Buffalo Speedway, Ste. 1010
Houston, Texas 77098

FAX #: (713) 963-8164
Email: bids@iconbuilders.net

1) Scope of Bid Proposal: The undersigned, doing business under the firm name of:

Having carefully examined the Advertisement for Bids, Instructions to Bidders, Scope of Work, Form of Agreement, Specification, Drawings, Amendment(s) and the Contract Documents listed herein proposes to complete the entire work and provide the Owner with a finished and complete project that meets the intent of the Contract Documents for the following amount:

LABOR/OVERHEAD & PROFIT: _____ Dollars

(\$ _____).

MATERIALS BID: _____ Dollars

(\$ _____).

TOTAL BASE BID: _____ Dollars

(\$ _____).

Note: Bids shall include all costs for labor, materials, equipment, subcontractors, supervision, insurance, bonds (if required), permits, freight and other incidentals called for by the Proposal Documents plus contractor overhead and profit. The Base Bid Proposal set forth above shall be the sum total payable under this Contract.

2) Breakdown of Bid: Complete and attach the Cost Proposal Worksheet in accordance with instructions provided in the advertisement, specifications, drawings and Amendment(s). The Cost Proposal Worksheet is included here solely to assist ICON Builders in segregating costs of selected portions of the work for budgeting and allocation purposes only. These are not alternate prices and leaving a line item blank does not exclude that item from the scope of work prescribed by the plans, specifications and contract documents.

3) Clarifications:

See: None

4) Contract: If written notice of the acceptance of this bid is mailed, faxed or delivered to the undersigned within ninety(90) days after the date of opening of the proposals, or any time thereafter before this proposal is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a Contract in the Form of Agreement present in these Contract Documents, and if requested, give Performance and Contractor's Bonds in accordance with the specification and proposal as accepted.

The undersigned hereby designates at his office to which such notice of acceptance may be mailed, faxed or delivered:

Telephone No. _____

5) Time of Completion: If awarded the contract, we agree that the time of completion for the project to be inserted: _____ Calendar Days [**Note: project must be completed in 365 calendar days**].

6) Bond: Bidders will be required to have a payment and performance bond on scopes of work that are \$500,000.00 or more. The undersigned agrees, if required, to execute within ten days, two corporate surety bonds.

7) Insurance: All insurance policies must meet HUD minimum requirements.

Our Public Liability and Property Damage Insurance placed with

Our Workmen's compensation insurance is placed with

Our Workmen's compensation insurance experience modification rating (mod rate) is

Our Fire, Extended Coverage, Vandalism/Malicious Mischief Insurance is placed with

8) Addenda: Circular letter, bulletins, addenda, etc., bound with specifications or issued during the time of bidding, are to be included in the proposal, and in completing the contract they are to become part thereof.

9) Amendment(s) Receipt: The receipt of the following addenda to the specifications is acknowledged:

Amendment # _____ Date: _____

Amendment# _____ Date: _____

Amendment# _____ Date: _____

Amendment # _____ Date: _____

Amendment# _____ Date: _____

- 10) Contractors License:** The undersigned agrees, if awarded the Contract to maintain and keep current a valid Contractor's License through the completion of the Contract.
- 11)** This bid proposal may be withdrawn by the Bidder at any time prior to the scheduled time for the opening or any authorized postponement thereof. ICON Builders or the Owner reserves the right to reject any and all proposals without cause.
- 12)** By its signature on this form, the Bidder certifies under penalty of perjury the accuracy of the representations made in this proposal and all attachments.
- 13)** I/We acknowledge that Retreat at Westlock is a TAX EXEMPT development and the corresponding bid does not include any taxes
- 14)** I/We agree to comply with all applicable Federal laws, regulations and requirements related to civil rights, equal employment opportunity, affirmative action, minority and women-owned businesses, and labor standards. Included are pertinent bid specifications that affect all U.S. Department of Housing and Urban Development (HUD)-assisted construction projects. Failure to comply with these requirements can result in either your bid deemed nonresponsive or your contract being suspended, cancelled or terminated.
- 15)** Bidder will commence physical work at the site with adequate forces and equipment within ten (10) calendar days after receipt of a written Notice to Proceed.
- 16)** I/We acknowledge that we have completed the site investigation and understand the conditions affecting the work ascertained the nature and location of work.
- 17)** I/We have examined the drawings and Specifications and Statement of Work for construction.
- 18)** I/We have read the General Conditions of the Contract for Construction and accept the conditions therein.
- 19)** I/We have read and understand the Instructions to Bidders, Solicitation Provisions, Special Federal Provisions and all their implications.
- 20)** I/We have read and understand the HUD Specifications, Civil Rights Clause, Equal Employment Opportunity Clause, Economic Opportunities for Low and Very Low Income Persons Policies, Affirmative Action Policies, Contracting with Small and Minority Firms, WBE's and Labor Surplus Area Firms, Davis-Bacon Act, Other Labor Laws and Federal Labor Standards Provisions, Harris County Payroll Submittal Information and Wage Rate Compliance and Penalties and all their implications.
- 21)** I/We have read and understand **DBRA Wage Rates (TX150099 January 30, 2015)**, Certificate for Contracts, Grants, Loans and Cooperative Agreements, Section 3 Employment and Minority Business Plan, General Contractor/Subcontractor Profile Form, Section 3 Business Certification Form (Self Certification Form), Section 3 Program-Application and Certification of Resident (Self Certification Form) and Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees. I/We agree to submit and comply with this information within the specified time frames.
- 22)** Bidder must agree to commence work on or before a date to be specified in written "Notice to Proceed" of the Contractor, and to fully complete the entire project within the allotted time within Section 9.3 of the Contractor/Subcontractor agreement. If the Bidder's work is not fully complete within the

allotted time, liquidated damages will be assessed to and paid by Sub-Contractor to Contractor at the rate of \$500.00 per day for each day beyond the allotted time. Due to the difficulty in determining the exact extent of damages that would be suffered as a result of delays beyond the allotted time, the parties agree that \$ 500.00 per day is a reasonable forecast of just compensation for said damages. This liquidated damages provision is not a penalty, but rather a reasonable estimation of damages.

23) A “Work Day” is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Sub-Contractor, will permit the Sub-Contractor to work for a period of not less than seven (7) hours between 7:00 a.m. and 4:00 p.m. The Sub-Contractor may work on Saturdays, Sundays and legal holidays as long as prior arrangements have been made with Contractor for access to the work area and as long as it is arrangements have been made with Contractor for access to the work area and as long as it is convenient to the Contractor and Owner to have his representative present at the work site. All work performed beyond the normal 40 hour work week shall be performed at the Sub-contractor’s option with no additional compensation from the Contractor or Owner.

Dated: _____

Signed: _____

Company: _____

Title: _____