

## Form of Competitive Sealed Proposal Webb County Youth Village Rehabilitation Center

To: The COUNTY OF WEBB, TEXAS

From: AOC Calton, Ltd., dba Summit Building & Design  
Contractor

Address: 4506 Hwy 359 & Loop 20, Laredo, TX 78043  
P.O. Box 420285

Telephone: (956) 757-6601 E-mail: david.acevedo@summitbuildinganddesign.com

### PROJECT: "Webb County Youth Village Rehabilitation Center"

Attention: Honorable Tano E. Tijerina , Webb County Judge

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the Plans and Specifications, General Conditions of the Agreement, Special Provisions of the Agreement, and Addenda, if any. The proposer binds himself/ herself upon acceptance of his proposal to execute a contract and bonds on the accompanying form for performing and completing the said work within the time stated and as required by the detailed Specifications at the following price listed below.

The Contractor agrees to complete the entire project (including all alternates selected) within **450 calendar days** of the contractor's receipt of the Notice to Proceed including Base Proposal and all selected Alternates listed below.

Contractor to incorporate into **Base Proposal Section 012200 - Allowances**. The Allowances are considered "betterment funds" in addition to work/ items already described and documented in the construction documents and specifications. The base bid price includes all project work except for that work contained within the alternate proposal items.

In submitting this proposal, the undersigned agrees:

1. That the Owner has the right to reject this bid form.
2. To hold my bid open for a period of ninety (90) calendar days from date of receipt.
3. To accept the provisions of the instructions to proposers regarding disposition of proposal security.
4. To enter into and execute a contract, if awarded, on the basis of this bid form.
5. To accomplish the work in accordance with Contract Documents. The undersigned further agrees to execute and deliver the contract, performance and payment bonds in the form set forth in these documents within ten (10) days from date of notification of acceptance of the bid, and in case the undersigned fails, refuses or neglects to execute and deliver the contract within the time specified, the undersigned will be considered as having defaulted in the offer to do the work and furnish labor and materials as specified in said bid, and the cashier's

check (or bid bond) shall be forfeited to Webb County by reason of such failure and such default and said check and the funds represented thereby shall be the property of the Webb County absolutely upon the same conditions and contingencies as to time in default of executing the contract with performance bond and payment bond in the form provided with the Contract Documents in those cases where a bidder's bond has been indicated as acceptable and such bond having been filed. Webb County shall have the immediate right to call upon the principal and sureties to pay the principal sum of said bond.

The undersigned further agrees that the proposal guaranty may be retained by the Webb County.

The undersigned certified that this bid is made in strict conformity with all of the conditions, contingencies, requirements set forth stated in every part of the drawings. Advertisement for Bids, Instructions to Bidders, General Conditions, Special Conditions, and all other parts setting forth the specifications for the performance of the heretofore-described work and without collusion or connection with any other person, partnership, company, firm, association, or corporation offering bids on this work for the following sums or prices to-wit:

Having examined the project documents and agreeing to conform to the project documents, we enclose herewith bid security in the amount of 5% of the Base Proposal Amount and submit the following:

**Base Bid Total Price (Including Allowances):** Three million eight hundred forty thousand  
Dollars (\$ 3,840,000.00)

Base Bid shall include all Allowances (Refer to Section 012200 for Allowances).

Acknowledgment of Addenda: (Please initial and date)

Addendum No. 1: DA 7/27/2016

Addendum No. 2: DA 7/27/2016

Addendum No. 3: DA 7/27/2016

Addendum No. 4: DA 7/27/2016

Addendum No. 5: DA 7/27/2016

The undersigned acknowledges receipt of the following Addenda to the Construction Documents and the provisions and requirements of which the Addenda have been taken into consideration in the preparation of this Proposal.

Acknowledgment of other documents: (Please initial and date):

Wage Determination: DA 7/27/2016

Labor Provisions: DA 7/27/2016

Affirmative Action Program: DA 7/27/2016

**ALTERNATES:****Alternate Proposal No. 01 - Walking Trail & Surface**

The addition of a walking trail as shown in Architectural and Civil Drawings. The contractor shall include all labor, materials, and equipment.

(Add) Eighty four thousand eight hundred and ninety  
 \_\_\_\_\_ Dollars (\$ 84,890.00 )

**Alternate Proposal No. 02 - Proposed Road & Parking Spaces (Adjacent to New Bldg.)**

Delete proposed Road & Parking spaces as shown in Civil Engineering drawings. All grading and site preparation shall be included in Base Bid. The contractor shall include all labor, material and equipment in the base bid amount.

(Deduct) One hundred twenty three thousand  
 \_\_\_\_\_ Dollars (\$ 123,000.00 )

**Alternate Proposal No. 03 - Warming Kitchen Equipment at Room 116**

Delete all kitchen equipment as indicated in Kitchen 116 & Storage 113. Refer to Kitchen Equipment drawings (sheets FS-1.00 thru FS-2.02). Price shall include all necessary equipment as specified for functional kitchen. Contractor shall include all labor, materials, and equipment.

(Deduct) Forty nine thousand and fifty  
 \_\_\_\_\_ Dollars (\$ 49,050.00 )

**Alternate Proposal No. 04 - JJAEP Cafeteria Finish-out**

Delete all interior finish-out of the following: Lobby 101, Restrooms 103 & 104, Kitchen 105, Storage 106, and Dining 107. Include all finishes (walls, floors and ceilings), plumbing fixtures, electrical and mechanical systems. All mechanical equipment shall remain in adjacent space. (Refer Sheet A1.1 & MEP drawings.) Contractor shall include all labor, materials and equipment for shell build out.

(Deduct) One hundred eighty eight thousand five hundred sixty three  
 \_\_\_\_\_ Dollars (\$ 188,563.00 )

**Alternate Proposal No. 05 - Kitchen Equipment at Room 105**

Delete all kitchen equipment as indicated for Kitchen Room 105. Refer to drawings (sheets FS-1.00 thru FS-2.02). Price shall include all necessary equipment for functional kitchen. Contractor shall include all labor, materials, and equipment.

(Deduct) One hundred five thousand seven hundred and thirty  
Dollars (\$ 105,730.00 )

#### **Alternate Proposal No. 06 - Site Improvements**

The addition of new parking spaces (72) as indicated in the construction documents. Provide parking lot light poles, match existing. Refer to Civil Engineering drawings. Contractor shall include all labor, materials, and equipment.

(Add) One hundred twenty two thousand six hundred twenty one  
Dollars (\$ 122,621.00 )

#### **Alternate Proposal No. 07 - Decorative Iron Fencing**

Provide Decorative iron fence as indicated in Construction Documents. Contractor shall include all labor, materials, and equipment.

(Add) Sixteen thousand seven hundred forty two  
Dollars (\$ 16,742.00 )

#### **Alternate Proposal No.08 - Concrete Benches**

Delete exterior concrete benches as indicated. All labor, materials, and equipment shall be included.

(Delete) Eight thousand eight hundred eighty three dollars  
Dollars (\$ 8,883.00 )

#### Bid Notes:

1. All amounts shall be shown in figures and words. In case of discrepancy, the amount shown in words shall govern.
2. Webb County Reserves the right to award the project with any combination of additive alternatives as stated.

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PROPOSAL AFFIDAVIT

STATE OF TEXAS §

COUNTY OF WEBB §

David Acevedo

being first duly sworn, deposes and says

that he is General Manager (a Partner or Officer of the firm of, etc.)

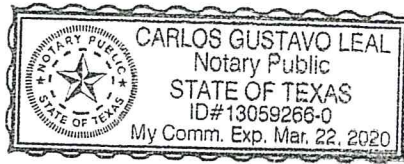
the party making the foregoing proposal, that such proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal or affiant of any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Proposer, or to secure any advantage against Webb County or any person interested in the proposed Contract; and that all statements in said proposal are true

Signature of [Handwritten Signature]

Proposer, if the Proposer is an individual Partner, if the Proposer is a Partnership Officer, if the Proposer is a Corporation

Subscribed and sworn before me this 27th day of July, 2016.

[Handwritten Signature] Notary Public



My Commission expires March 22, 2020