

## ADDENDUM NO. 1

**Project:** 2023 Municipal Parking Lot Maintenance Project

**Owner:** City of Kingsville

**Engineer:** Rutilio P. Mora Jr. P.E.

Addendum No.: 1 Specifications Section: N/A Issue Date: February 9, 2023

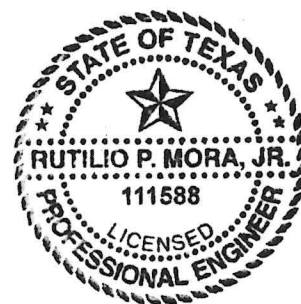
Acknowledge receipt of this Addendum in the BID PROPOSAL submitted for this project. Failure to acknowledge receipt of this Addendum in the BID PROPOSAL may render the BID as non-responsive and serve as the basis for rejecting the BID.

Approved by: Rutilio P. Mora, Jr., P.E.

Rutilio P. Mora Jr., P.E. 2/9/2023  
Name Date

### Addendum Items:

1. Special Condition Page 7
  - A. Revision to Note 5- \$500,000 to \$100,000
  - B. Added Note # 10- Project to be completed with 30 days of Notice to Proceed.
  - C. Added Note #11- Liquidated damages are \$100 per day.
2. Payment Bond Page 11
  - A. Revision to Payment Bond sum from \$500,000 to \$100,000
3. Performance Bond #13
  - A. Revision & Performance Bond sum from \$500,000 to \$100,000
4. Maintenance Bond Page 15
  - A. Revision to Maintenance Bond sum from \$500,000 to \$100,000



**Note: To comply with the Proposed Data Sheet- Page 9.**

## SPECIAL CONDITIONS

1. **Insurance Requirement Affidavit should be submitted as part of the proposal. (Requirements are listed on page 26). This form is simply a confirmation from your insurance company that you will be able to provide the insurance requirements should you be the chosen company.**
2. **Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. See Section 19 of the general terms and conditions for detailed insurance requirements.**

**Cancellation Policy must read as follows:**

**“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named to the left.”**

3. **By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.**
4. **This RFP will be for the initial work detailed in this RFP. This RFP will be renewable.**
5. **The anticipated budget for this work is approximate \$100,000. The city reserves the right to increase or decrease this amount either prior to the approval by City Council or after approval through change orders.**
6. **Payment, Maintenance, and Performance bonds will be required of the winning vendor, so please factor those costs into your bid response. The city will require that you use the standard city forms for these three bonds, and copies are included in this bid package.**
7. **All responders must submit a Bid Bond on the city form based on 5% of your bid total.**
8. **The RFP will be evaluated based on price being 55% of the consideration, and experience/references/past performance being considered as 45%.**
9. **Please provide at least three references of governments, individual or companies that have used your services. This document must be submitted with your proposal.**
10. **Project to be completed with 30 days of Notice to Proceed.**
11. **Liquidated damages are \$100 per day.**

**PAYMENT BOND**

**STATE OF TEXAS           §**

**COUNTY OF KLEBERG   §**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Kingsville (Owner), in the penal sum of one hundred thousand dollars **(\$100,000.00)** for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

**WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for 2023 MUNICIPAL PARKING LOT MAINTENANCE PROJECT per RFP # 23-04, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and its subcontractors shall well and faithfully make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supply labor or materials in the prosecution of the work under the contract, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. The surety company must have a minimum rating of A VII.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF KLEBERG   §**

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ as principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Kingsville, Texas (Owner), in the sum of one hundred thousand dollars **(\$100,000.00)** as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

**WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of \_\_\_\_\_, 2023 for 2023 MUNICIPAL PARKING LOT MAINTENANCE PROJECT per specifications in RFP # 23-04, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Owner from all costs and damages which Owner may suffer by reason of Principals default, and reimburse and repay Owner all outlay and expense which Owner may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. The surety company must have a minimum rating of A VII.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_ whose address is \_\_\_\_\_, as PRINCIPAL, \_\_\_\_\_ an \_\_\_\_\_, a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto the City of Kingsville, Texas, hereinafter called CITY, a municipal corporation organized and existing under the laws of Texas, at Kingsville, Kleberg County, Texas, the sum of one hundred thousand dollars \_\_\_\_\_ **(\$100,000.00)** in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Kingsville, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said \_\_\_\_\_ has this day of \_\_\_\_\_, 20\_\_\_\_, entered into a written Contract with the said CITY to build and construct \_\_\_\_\_, located in the City of Kingsville, Texas, which Contract and the Plans and Specifications therein mentioned adopted by the CITY, are hereby expressly made a part thereof as though the same were written and embodied herein.

**WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, for 2023 MUNICIPAL PARKING LOT MAINTENANCE PROJECT per RFP # 23-04, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.**

WHEREAS, said Contract was entered into pursuant to the requirements of the CITY, and

WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to \_\_\_\_\_ will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) years after the date of acceptance of the completed improvements by the CITY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the CITY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an

extent as the CITY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the CITY, said CONTRACTOR binds itself, upon receiving notice from the CITY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the CITY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

WHEREAS, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the CITY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in said contract.

NOW THEREFORE, if the said CONTRACTOR, shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said CITY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED FURTHER, that if any legal action were filed upon this Bond, exclusive venue shall lie in Kleberg County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This Bond complies with the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Kleberg County to whom any requisite notices may be delivered and on whom service of process may be had in



matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be executed by them; and the said \_\_\_\_\_ has caused these presents to be executed by its ATTORNEY-IN-FACT \_\_\_\_\_ and the said ATTORNEY-IN-FACT has hereunto set his hand this the \_\_\_\_ day of \_\_\_\_\_, 2023.

_____	_____
Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_