



AMENDMENT OF SOLICITATION  
 MODIFICATION OF CONTRACT

City of New Braunfels

Purchasing

550 Landa Street

New Braunfels, Texas 78130

Page 1 of 1

1. <b>Solicitation No.</b> CSP 24-002	2. <b>Contract No.</b>	3a. <b>Amendment No.</b> 1 3b. <b>Modification No.</b>	4. <b>Effective Date of this Action</b> 5-Mar-24	
5. Name and Address of Offeror or Contractor		6. <i>For Information Call:</i> <b>Greg Gutierrez</b> <b>Buyer</b> Phone No.: 830-221-4398 Email: <a href="mailto:ggutierrez@newbraunfels.gov">ggutierrez@newbraunfels.gov</a>	7. Amount of Contract/Order is: Increased by: Decreased by: \$ _____ New Total: <input checked="" type="checkbox"/> Unchanged	

8. THIS BLOCK APPLIES TO AMENDMENTS OF SOLICITATIONS ONLY:

The above numbered solicitation is amended as set forth in Block 10 below.

The date and time specified for receipt of offers IS NOT extended.

**THE DATE AND TIME SPECIFIED FOR RECEIPT OF OFFERS IS CHANGED TO:** **18-Mar-24**

Offerors must acknowledge receipt of this amendment prior to the date and time specified in the solicitation or as amended, by one of the following methods:

- (i) By completing Blocks 5 and 11 and returning this Amendment in the number of copies specified for the solicitation;
- (ii) By acknowledging receipt of this Amendment on each copy of the bid submitted; or,
- (iii) By separate letter, telegram, or fax referencing the solicitation and amendment.

If by virtue of this Amendment offeror desires to change an offer already submitted, such change may be made by letter or email, provided each such notice makes reference to the solicitation AND this Amendment and is received prior to the date and time specified.

**NOTICE: NON-RECEIPT OF YOUR OFFER AND THIS AMENDMENT AT THE DESIGNATED PLACE WITHIN THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.**

9. THIS BLOCK APPLIES TO MODIFICATIONS TO CONTRACTS, DELIVERY OR PURCHASE ORDERS ONLY.

The above numbered Contract, Delivery, or Purchase order is modified as set forth in block 10 below.

This Change Order is issued in accordance with authority granted by instrument referenced in block 2.

The instrument in Block 2 is modified to reflect administrative changes.

This Supplemental Agreement is entered into pursuant to the Authority of: General Provision #2 Changes.

Other (Specify type of modification and authority): \_\_\_\_\_.

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT.

Contractor is not required to sign this document but is requested to acknowledge receipt.

10. DESCRIPTION OF CHANGES:

This addendum is issued to support clarifications to questions and to extend the Solicitation Deadline to: March 18, 2024:

Included are the following documents:

Sign In Sheet

Golf Deck - Q&A

Insurance Schedule

Attachment - Special Provisions

Attachment - Revised Foundation Plans

Attachment - Revised Cost Proposal Form (Return the PDF and Excel Form)

Except as provided herein, all terms and conditions of the document referenced above remain unchanged and in full force and effect.

11a. SIGNATURE OF OFFEROR OR CONTRACTOR		<b>CITY OF NEW BRAUNFELS, TEXAS</b>		
11b. PRINTED NAME AND TITLE	11c. DATE	<i>SIGNED</i> <b>Greg Gutierrez</b> <b>Buyer</b>	Date	2-Feb-24

LANDA PARK  
GOLF DECK

Sign IN SHEET

CSP 24-002

NAME

COMPANY

EMAIL

JJ Sturm

GEOFill Construction

jjsturm@geofillconstruction.com

Tyler Tucker

Dees Construction

tyler@deescontractor.com

Nate Morris

Dees

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ERIC RYPLE

ARB CONSTRUCTION  
& ENGINEERING

esrypple@arbce.com



FINANCE DEPARTMENT

## Pre-Proposal Q&A

- 1) Please confirm that this project is tax exempt.
  - a. Yes, the project is tax exempt.
- 2) Please provide a listing of permits the contractor must obtain for this work with the City of New Braunfels.
  - a. Contractor must be registered with the City of New Braunfels Building Department. Contractor is responsible for registration fees. Contractor must acquire permit CP2023-716 and comply with all associated requirements. Permit fee is paid by the Owner.
- 3) Section 04.10.C.4.a Financial Capability states, "Provide evidence of financial capability and stability which must be appropriate to the size and scope of this project." What type of information or form should be provided to communicate this information? Would a letter from our Bonding Company showing our Per Project and Aggregate Capacity be sufficient? Or some other form of documentation?
  - a. The Vendor Certification Form (Exhibit 4) in the solicitation documents will suffice.
- 4) Has the Commercial Building Permit already been obtained? If so, what is the Permit Number? Or will we be responsible to obtain the Commercial Building Permit?
  - a. See response to #2 above.
- 5) Section 04.17 Insurance and Liability Coverage in the RFCSP requires Excess Liability coverage of \$5M in addition to the \$2M of aggregate General Liability coverage. This is an atypical requirement and will add significant insurance cost for a small commercial project. We recommend removing the requirement for Excess Liability and accept an aggregate of \$2M. Please advise.
  - a. A new Insurance schedule will be attached to this Amendment. The Excess Liability will be removed.
- 6) The Excel Bid form appears to require prices to be submitted as Lump Sum and all will utilize the same Cost Per Square Foot of 990 SF. Please confirm this is correct.
  - a. Individual bid items are provided as Lump Sum. The cost per square foot is for reference only.
- 7) Section 04.17 Insurance and Liability makes no mention of a Builders Risk policy being required for this project. The Exhibit 1 Cost proposal form includes Builders Risk as a line item. Please confirm if Builders Risk is required?
  - a. New Insurance schedule will be attached as well as an updated Cost Proposal Form.
- 8) Placement of Concrete and Earthwork typically requires 3rd party materials testing. It is not clear who is responsible for providing the cost for these testing services. We assume it is by the City of New Braunfels as it is not on the Exhibit 1 Cost Proposal Form. Is this to be provided by the Contractor or will this service be provided by the City of New Braunfels?
  - a. Third party testing will be provided by the Owner subject to retesting requirements of the contract.
- 9) A-101 Keyed Note 9 states to match flooring to existing. Please advise on what the existing flooring is so that we can price to match. The only product indicated was an alternative carpet-tile product.
  - a. Wood laminate flooring. See Flooring Attachment.
- 10) A-101 provides an Alternate Option for flooring as Keyed Note 9. The pricing sheet does not indicate an alternate. Please confirm where we are supposed to provide this alternate pricing.
  - a. We will delete this note.
- 11) The pricing sheet includes Erosion Control. The design documents do not include an Erosion Control Plan. Please provide specific erosion control requirements.
  - a. See Erosion Control Plan Attachment

12) The pricing sheet includes Terminate Control. The design documents do not include any reference to terminate control. Is this part of the scope and if so please provide detailed requirements.  
a. **We will take this off the bid tab.**

13) The pricing sheet includes Landscaping & Irrigation. The design documents do not include any reference to landscaping or irrigation. Is this part of the scope and if so please provide design requirements or scope of work.  
a. **Omit all landscaping & refer to Addendum #2 Bid Tab.**

14) The pricing sheet includes Fluid Applied Coating. The design documents do not include any reference to Fluid Applied Coating. Is this part of the scope and if so please provide design requirements or a scope of work.  
a. **We will take this off the bid tab.**

15) Sheets S-103 and S-104 indicate Special Inspections required. Please confirm that the inspection tasks to be performed will be performed by Client and not the Contractor.  
a. **Contractor is responsible for all inspections required by the building permit. Contractor shall coordinate with the Owner for inspections performed by the design team and material testing lab.**

16) During the prebid meeting the Client indicated that there is an existing retaining wall with soil anchors that need to be avoided when installing the helical piers. When asked how to "avoid the tie backs" during the prebid conference the Client indicate to look at the grout pockets in the wall to determine locations. The general location of this "waler wall" is graphically shown on sheet S-201. This wall has a limestone façade so the tie back "grout pockets" are not visible. Please clarify where the existing retaining wall tie backs are so that the Contractor can coordinate or indicate specific destructive or non-destructive testing that will be required to locate the tie-backs.  
a. **Waler wall construction documents will be provided with Addendum #2. Contractor is responsible for field locating tie-backs.**  
b. **See Wall Attachment**

17) There is no grading plan provided with the design documentation. It appears the new concrete deck will require fill, but it is not possible to determine quantities without a grading plan or quantity of fill to assume. Please clarify.  
a. **Minimal fill will be required. Site visit would be needed to verify.**

18) What is not clear in the design documents but was apparent during the site walk is that the clubhouse deck is immediately adjacent to a steep cliff down to the river. This will be a logistics and safety concern as the area can really only be accessed from plan north. Will the Client clarify what safety precautions need to be made adjacent to the cliff along the entire southwest edge of work?  
a. **The means & methods of the Work are the responsibility of the Contractor.**

19) There are a substantial amount of existing trees adjacent to the project site. The excavations required to install the concrete deck will most likely require cutting tree roots. Please clarify any requirements related to cutting tree roots.  
a. **Root cutting will need to be coordinated with the City Arborist.**

20) Where will the Contractor be able to park vehicles?  
a. **The small, paved area across the river from the clubhouse will be available for construction materials and parking. The contractor is responsible for security of all materials and providing SWPPP as required. Additional access must be coordinated with Golf Operations.**

21) Where will the Contractor be able to store materials, stage, and (if deemed necessary) place a project trailer or storage connex?  
a. **See response #20 above.**

22) What Golf Course daily activities or upcoming events will the Contractor need to coordinate with?  
a. **Upcoming events and daily activities will be coordinated with the contractor before the NTP.**

23) Will the Contractor be required to have a full time superintendent on site at all times?  
a. **Yes.**

24) Will the Contractor be required to provide red-lined as-builts to the Client at the end of the project?  
a. **Yes, and updated as-builts are to be provide with the pay applications.**

25) Will the Client provide the original CAD files for Contractor use?  
a. Yes, with signed releases.

26) Will the Contractor be required to provide a CAD produced set of Record Drawings at the end of the project?  
a. No.

27) It appears our main access point to the site will need to be the plan north parking area. Will the Client block off this area for Contractor use only and if so can a plan be provided to show?  
a. No, access will need to coordinated with Golf Operations

28) When is the last golf tournament?  
a. Golf Tournaments are on going.  
i. July – 4<sup>th</sup> of July Tournament  
ii. August – Junior City Championship  
iii. September – City Championship

29) Are there any requirements for Non-Skid Equipment?  
a. We will follow the means and methods of the project. It will be the contractors responsibility to repair and damage from equipment.

30) Will there be any temporary walls inside the dining area?  
a. No, the contractor will be responsible for defining the construction section.

31) What is the existing insulation?  
a. See Insulation Attachment

32) Will the Geotech report be provided?  
a. Yes, See Attachment

33) Is any TCEQ Special Requirements for the river protection?  
a. Silt fence location will be provided with Addendum #2. Contractor is responsible for all maintenance and reporting of SWPPP.

34) Please confirm the project will be awarded by the end of March; but actual project start is after Memorial Day Weekend with an approx. duration of 90 days.  
a. Correct. The contract is anticipated to be awarded by City Council no later than mid-April. Notice to proceed with work activities is anticipated after Memorial Day pending coordination with material lead times and golf course operations.

35) Please advise if there is any other folding glass wall acceptable for this project, other than NanaWall?  
a. Contractor to submit substitution request per contact doceuemtns to include all product design, material, and cost data.



**City of New Braunfels  
Insurance Requirements  
Construction and/or Renovation**

**INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name City of New Braunfels as additional insured/or an insured, as its interests may appear.
- (ii) Provide City of New Braunfels a waiver of subrogation.
- (iii) Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- (iv) Provide the City Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.

**Submit a certificate of insurance reflecting the following coverages.**

**Commercial General Liability**

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$500,000
Personal/Advertising Injury	\$500,000
Damage to Premises Rented to You- Short Term Lease (Any one Fire)	\$100,000
Damage to Premises Rented to You- Long Term Lease (Any one Fire) depending on terms of contract	\$500,000
Medical Payments (Any One Person)	\$5,000

*Aggregate must apply per project. Liability assumed by contract including defense cost must be included. Required additional insured status should apply to "on-going operations" and "completed operations" of the insured.*

**Builders' Risk**

*Other Requirements/Considerations:* Project Value

*Builder's Risk will be purchased by the general contractor.*

**Umbrella Liability**

Each Occurrence	\$500,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000



**City of New Braunfels  
Insurance Requirements  
Construction and/or Renovation**

**Commercial Automobile Liability \*\***

*All owned, non-owned, rented, hired and leased autos must be included. Coverage for "Any Auto" is recommended.*

Bodily Injury/Property Damage Incident)	(Combined Single Limit, Each	\$1,000,000
Personal Injury Protection (PIP)		\$5,000

**Workers' Compensation/Employers Liability**

Workers' Compensation (*required by law for companies with 50+ employees or political subdivision*)

Statutory

Employers Liability

Each Accident	\$1,000,000
Policy Limit by Disease	\$1,000,000
Each Employee by Disease	\$1,000,000

**PROJECT COST SUMMARY**

PROJECT: **Landa Park Golf Clubhouse Deck Addition**

ADDRESS: **180 Golf Course Road**

**New Braunfels, TX 78130**

ARCHITECT: **Tsen Engineering/Steinbomer Architecture**

Solicitation Number:

CSP 24-002

Bid Date :

Floor Level :

Square Footage :

**990**

**PROPOSAL FORM**

ADDENDA: The undersigned proposer does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons proposing for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the advertisements, proposal requirements, the proposed construction contract, and the contract documents, including the plans pertaining to the work to be done, all of which have been examined by the undersigned. The undersigned hereby declares that he has visited the site, has had sufficient time to make all tests and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the plans, specifications, and contract documents relating to the work covered by his proposal, and that he agrees to do the work, and that no representations made by the Owner are in any sense a warranty, but are mere estimates for guidance of the contractor.

The undersigned further agrees that he will provide all necessary tools and apparatus, do all work, furnish all materials, and do everything required to carry out the work covered by this proposal, in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum of sums set forth.

Addendum No. 1 Date \_\_\_\_\_

Addendum No. 2 Date \_\_\_\_\_

Addendum No. 3 Date \_\_\_\_\_

LINE #	CSI COST CODE	DESCRIPTION	BID AMOUNT (LUMP SUM)	SQUARE FOOT COST	SUCCESSFUL BIDDER	COMMENTS/NOTES
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1	02200	Earthwork	\$ -			
2	02300	Soil Treatment	\$ -			
3	02370	Erosion Control	\$ -			
4	02500	Site Utilities	\$ -			
5	02870	Site Furnishings/Repairs	\$ -			
6	02220	Interior Demolition	\$ -			
7	03001	Concrete	\$ -			
8	05500	Misc. Metal Fabrications & Railings	\$ -			
9	06100	Rough Carpentry/Siding	\$ -			
10	07100	Waterproofing & Caulking	\$ -			
11	08100	Doors Frames & Hardware	\$ -			
12	08800	Glass & Glazing	\$ -			
13	09250	Drywall & Acoustical	\$ -			
14	09600	Flooring & Base	\$ -			
15	09900	Painting & Wallcoverings	\$ -			
16	10270	Access Flooring	\$ -			
17	16001	Electrical	\$ -			
18	01400	Field Requirements	\$ -			
19	01460	Trash Haul	\$ -			
20	01560	Temporary Protection	\$ -			
21	01710	Final Cleaning	\$ -			

	<b>TRADES TOTAL</b>	\$ -	\$ -			
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22		General Conditions	\$ -			
23		Bonds	\$ -			
24		Insurance	\$ -			
		<b>Sub Total</b>	\$ -	\$ -		
				\$ -		
		<b>GRAND TOTAL</b>	\$ -	\$ -		