NOTIFICATION OF ADDENDUM ADDENDUM NO. TWO DATED: <u>August 18, 2021</u>

PR South, Inc. on behalf of Northwest Williamson County Municipal Utility District No. 2 <u>Cottages at Parmer Ranch</u> <u>City of Georgetown Williamson County, Texas</u>

NOTICE TO ALL BIDDERS:

This Addendum is issued to correct/clarify/modify the CONTRACT DOCUMENTS and SPECIFICATIONS and to provide additional information to the Bidder for the above referenced project as follows:

Plan Revisions:

• No Sheets Revised with the Addendum #2.

Contract Documents and Specification Revisions:

- The following sections were updated in Addendum #2:
 - o Invitation to Bid
 - o Section #00410

Questions/Clarifications:

1. The bid due date has been changed to Tuesday, August 24, 2021, at 10:00 A.M.

You are required to acknowledge receipt of this addendum by entering the date, which appears at the top of this letter on the addendum acknowledgement portion of your BID FORM.

Failure to acknowledge receipt of this or any other addendum in your BID FORM will result in your bid not being read.

David Platt, P.E.

Steger Bizzell, Georgetown, TX

2021-08-18

Date

INVITATION TO BID

Sealed bids will be received by the <u>PR South, Inc.</u> on behalf of Northwest Williamson County Municipal Utility District No. 2 at the offices of Steger Bizzell, 1978 South Austin Avenue, Georgetown, TX 78626, on Tuesday, August 24, 2021, at 10:00 a.m. and immediately thereafter publicly opened and read, for constructing the following project:

Cottages at Parmer Ranch
City of Georgetown
Williamson County, Texas

The project consists of furnishing, installing, and providing all labor and materials associated with the drainage, paving, wastewater and water systems infrastructure improvement associated with the Cottages at Parmer Ranch Subdivision as more fully described in the Drawings and contract documents.

Bids must be submitted on the complete project. Bids must be enclosed in a sealed envelope, addressed to PR South, Inc. – Northwest Williamson County Municipal Utility District No. 2 ATTN: Project Engineer, Steger Bizzell, 1978 South Austin Avenue, Georgetown, Texas 78626 and the outside of the envelope must be marked Cottages at Parmer Ranch. All bids must be made on blank forms provided and included in the bound document. The name, address, and license number of the Bidder must be plainly marked thereon.

Bidding Documents will only be made available electronically. To obtain access to the files for no charge, please contact Steger Bizzell – bids@stegerbizzell.com, 1978 S. Austin Ave, Georgetown, TX 78626, (512) 930-9412. Bids not accompanied by cashier's check or bid bond will not be considered.

Each bid must be accompanied by cash or a certified cashier's check, drawn on a bank or trust company authorized to do business in the State of Texas, payable to <u>PR South, Inc.</u> in an amount at least equal to five percent (5%) of the total amount of the bid, as a guarantee that a contract will be entered into within ten (10) days of the award of the contract. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in the Instructions to Bidders.

Performance and Payment Bonds, when required, shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent surety or insurance company licensed to do business in the State of Texas and as specifically prescribed in the General Conditions and Supplemental Conditions.

Minimum insurance requirements are specified in the General Conditions and Supplemental

Conditions. The successful Bidder and its subcontractors shall pay to laborers, workmen, and mechanics the prevailing wage rates as required by the Supplemental Conditions.

The right is reserved to reject any or all bids, to waive minor technicalities, and to award a contract or contracts which, in the opinion of the Owner, appear to be in its best interest. A minor technicality is one that does not affect the competitiveness of the Bid. The Owner reserves the right to hold any or all proposals for the period of time from the opening of bids as specified in Section 00300, Bid Form.

A **non-mandatory pre-bid video/teleconference** for this project will be held on Tuesday, August 10, 2021, at 10:00 a.m. local time (CST) hosted by Steger Bizzell. The project site will be available for inspection by prospective bidders immediately following the pre-bid conference.

To obtain information on the bid, pre-bid conference and to register for the bid list, email bids@stegerbizzell.com.

Publication Dates:

Williamson County Sun:

Sunday, August 1, 2021 Wednesday, August 4, 2021 Sunday, August 8, 2021

SECTION #00410

BID BOND

| BIDDER (Name and | Address): | | |
|--|---|---|--|
| SURETY (Name and | Address of Principal Place of | Business): | |
| OWNER (Name and PR South, Inc. 6706 W Courtyard Austin, Texas 78730 | Address): | | |
| BID NO: BID DUE DATE: PROJECT: | Tuesday, August 24, 2021, Cottages at Parmer Ranch | at 10:00 a.m. | |
| BOND BOND NUMBER: DATE (Not later thar PENAL SUM: | n Bid due date): | | |
| | (Words) | (Figures) | |
| printed on the revers | | | gally bound hereby, subject to the terms to be duly executed on its behalf by its |
| BIDDER | | SURETY | |
| (Seal) Bidder's Name and Corporate Seal | | (Seal) Surety's Name and Corporate Seal | |
| By:Signa | ature and Title | Ву: | Signature and Title (Attach Power of Attorney) |
| Attest:Signa | nture and Title | Attest: _ | Signature and Title |
| (2) Any | ve addresses are to be used for singular reference to Bidder, l where applicable. | | d notice. NER or other party shall be considered |

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
- 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
- 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 90 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by

- United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.