

**PROPOSAL FORM**

**DATE** \_\_\_\_\_

**PROJECT** Coryell Central Appraisal District Building Remodel

**PROPOSAL OF** \_\_\_\_\_  
hereinafter called "Proposer", a (corporation) (partnership)  
(sole proprietorship) (Proposer strike out inapplicable terms)

**TO** Coryell Central Appraisal District (hereinafter called "Owner")

The undersigned, in compliance with your Advertisement for Proposals, submits the following Proposal.

**TIME OF COMPLETION**

A. Proposer required to provide a (CPM) schedule.

**PROPOSAL AMOUNTS**

**A: Base Proposal Amount:** Proposer proposes to construct this project for the guaranteed maximum cost of:

1. Demolition \_\_\_\_\_ Dollars (\_\_\_\_\_)

2. Mechanical \_\_\_\_\_ Dollars (\_\_\_\_\_)

3. Structural \_\_\_\_\_ Dollars (\_\_\_\_\_)

4. Finish Out, Plumbing and Electrical \_\_\_\_\_ Dollars (\_\_\_\_\_)

Total Base Proposal \_\_\_\_\_ Dollars (\_\_\_\_\_)

5. Additive Alternate #1 \_\_\_\_\_ Dollars (\_\_\_\_\_)

Total Base Proposal with Alternate \_\_\_\_\_ Dollars (\_\_\_\_\_)

**B: Contractor's Fee:** Proposer proposes to construct this project for a fee (the amount of which is included in the guaranteed maximum cost stated above) of:

\_\_\_\_\_ Dollars (\_\_\_\_\_)

In submitting this proposal, the undersigned:

- (i) Agrees to hold proposal open for acceptance for **30 days** after opening of the proposals, together with the time period for execution of the Agreement by the parties.
- (ii) Accepts the right of Owner to reject any or all proposals, to waive formalities and/or irregularities, and to accept the proposal at which the Owner considers the best value to the Owner based on cost and meeting specifications.
- (iii) Affirms that, to the best of his or her knowledge, the information contained in this proposal is accurate, complete, and correct, and has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other proposers in the award of this proposal.
- (iv) Agrees to the Waiver of Claims set out in the proposal and this Proposal.

**GRADING CRITERIA** (Sec. 2269.005):

In determining the award of a contract under this chapter, the governmental entity may consider:

- 1. the price; 70 points
- 2. the offeror's experience and reputation; 20 points
- 3. The ability to complete the project in a timely manner; 10 points

**SUBSTANTIAL COMPLETION**

Calendar days for Substantial Completion (measured from date of issuance of notice to proceed): \_\_\_\_\_

**ADDENDA**

Undersigned acknowledges receipt of Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 2021.

**PROPOSAL SECURITY**

Proposal security in the form of a **bid bond** in the amount of five percent (5%) of the proposed proposal contract amount for the Project, as a guaranty that the proposer will unconditionally execute a satisfactory contract and furnish the payment and performance bonds, insurance and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the work constituting the Project (the "Work").

**CONTRACTOR'S BOND (Sec. 252.044)**

is awarded must execute a good and sufficient bond. The bond must be:

- (1) in the If the contract is for the construction of public works, the proposer to whom the contract full amount of the contract price;
- (2) conditioned that the contractor will faithfully perform the contract; and
- (3) executed, in accordance with Chapter [2253](#), Government Code, by a surety company authorized to do business in the state.

**PERFORMANCE AND PAYMENT BONDS REQUIRED (Sec. 2253.021)**

- (a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:
  - (1) a performance bond if the contract is in excess of \$100,000; and
  - (2) a payment bond if:
    - A) the contract is in excess of \$25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter [22](#), Transportation Code; or
    - (B) the contract is in excess of \$50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter [22](#), Transportation Code.
- (b) The performance bond is:
  - (1) solely for the protection of the state or governmental entity awarding the public work contract;
  - (2) in the amount of the contract; and
  - (3) conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
- (c) The payment bond is:
  - (1) solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material; and
  - (2) in the amount of the contract.
- (d) Prevailing Wage Rates Information - Texas Government Code Chapter 2258 requires a worker employed by a contractor or subcontractor in the execution of a contract for the public work by or on behalf of political subdivision of the state to be paid a prevailing wage rate.

Definition of "public work." A public work to which this provision applies includes but is not limited to construction of a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

Contractor agrees, covenants, and guarantees that it and its subcontractor(s) constructing this Project, if a public work, shall pay their workers, other than maintenance workers, employed on this Project:

- (1) not less than the general prevailing rate of per diem wages for work of a similar character performed within the geographical limits of the Owner; and

- (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

### **INSURANCE REQUIREMENTS**

Respondent shall provide a statement with the RFQ P submission that they can provide proof of insurance of the types/amounts listed below.

- a) Commercial General and Umbrella Liability Insurance with a limit of not less than *\$1,000,000 per occurrence; \$2,000,000 General Aggregate*. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.
- b) The Coryell Central Appraisal District shall be included and listed as an additional insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District.
- c) The Proposer shall maintain Professional Liability Insurance and, if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.
- d) The Proposer shall maintain Business Auto Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, hired and non-owned automobiles.
- e) The Proposer shall maintain Workers Compensation Insurance as required by statute and Employers Liability Insurance. The Commercial Umbrella and/or Employers Liability limits shall not be less than \$1,000,000 each accident or bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- f) The Respondent shall further state/certify that the insurance coverage will be maintained during the entire term of the Contract and that all insurance coverage will be provided by insurance companies of 'A' rating in the State of Texas.

### **REPRESENTATIONS**

By execution and submission of this proposal, the proposer hereby represents and warrants to Owner as follows:

- a) Proposer will accept the provisions of the Proposal Documents
- b) Proposer will accomplish the Work in accordance with the Proposal Documents prepared by Neal Architectural Group, Inc.
- c) Proposer will enter into and execute a contract with the Owner within 10 days after notification of the acceptance of this Proposal.
- d) The proposer has prior experience on construction projects of the same or

similar type, nature, and class as the Project.

- e) The proposer has read and understands the proposal documents and the Agreement, including attachments thereto, and this proposal is made in accordance with the proposal documents.
- f) The proposer has carefully examined the project site, and local conditions, including normal or typical weather patterns and conditions for the vicinity of the project site, and any available design documents or information provided by Architect, and that from the proposer's own investigation, the proposer has satisfied itself as to the general and local conditions and other items which may in any way affect the work or its performance or cost; and the proposer has correlated the proposer's site observations with the requirements of the proposal and contract documents. The proposer understands and accepts the difficulties and costs associated with the work and the project site and the potential delays, including weather delays, disruptions in work and costs associated therewith and has included such considerations in its proposal and the contract time.
- g) The proposer has the financial ability to undertake and perform the work as contemplated by the proposal and contract documents and is not aware of any conditions (financial or otherwise) that would limit or impair its ability to perform its obligations under the contract documents.
- h) The information provided by the proposer to the Owner, as well as the information contained in the proposal, including all attachments and exhibits thereto, is correct, complete, and accurate.
- i) The person signing this proposal on behalf of the proposer is duly authorized to do so and has the legal ability to bind the proposer to the terms of this proposal.
- j) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PROPOSER WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE OWNER, THE ARCHITECT, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, SHAREHOLDERS, DIRECTORS, PARTNERS, AGENTS, CONTRACTORS, CONSULTANTS AND EMPLOYEES ARISING OUT OF OR IN CONNECTION WITH THE PROPOSAL DOCUMENTS, THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF THE PROPOSALS; WAIVER OF ANY FORMALITIES OR IRREGULARITIES UNDER THE PROPOSAL DOCUMENTS OR THE; ACCEPTANCE OR REJECTION OF ANY PROPOSALS; AND THE AWARD OF THE CONTRACT, AND DISCLOSURE OF THE EVALUATIONS AND PROPOSALS.**

**ATTACHMENTS:**

The following Attachments are required with submission of this proposal form:

- Attachment 1- CPM Schedule
- Attachment 2- Proposal Security
- Attachment 3- Specimen Form of Insurance Certificate
- Attachment 4 - Letter of Bonding Capacity from Surety
- Attachment 5 - References
- Attachment 6 - W-9 Form

It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities or irregularities in any proposal or in the proposal process.

Authorized Signature	_____
Printed Name	_____
Title	_____
Name of Contracting Firm	_____
Address	_____
Telephone	_____
Email	_____