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## RESPONSE FORM B – PROPOSAL FORM

To: City of New Braunfels, Texas  
550 Landa St.  
New Braunfels, Texas 78130

Project: Construction of Fire Station #7 and Training Complex  
Solicitation No.: CSP 22-008

Offeror: \_\_\_\_\_  
(Print or type full name of proprietorship, partnership, corporation, or joint venture)

### 1.1 OFFER

**A. Total Proposal Price:** The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City of New Braunfels, Texas, in the form included in the Contract Documents to perform all Work as specified or indicated in Contract Documents for the Contract Amount indicated in this Proposal or as modified by a Change Order or Change Directive.

**B. Period for Proposal Acceptance:** Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of required Bonds. This offer shall remain open to acceptance and is irrevocable for 120 days after Proposal Date (opening). That period may be extended by mutual written agreement of City of New Braunfels and Offeror.

**C. Addenda:** Offeror hereby acknowledges it has received, examined and carefully studied all Addenda and all Addenda have been considered and all related costs are included in the Total Proposal Price.

### 2.1 OFFEROR REPRESENTATIONS

**A.** Offeror is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

**B.** Offeror has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

**C.** Offeror is aware of the general nature of work to be performed by City of New Braunfels and others at the Site that relates to the Work as indicated in the Contract Documents.

**D.** Offeror has given City of New Braunfels or Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in the Contract Documents, and the written resolution thereof by Architect are acceptable to Offeror.

**E.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.

**F.** Laws to be Observed: In the performance of the Contract, the Contractor must comply with all applicable federal, state, and local laws, ordinances and regulations, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor will make himself familiar with and shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work and SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF NEW BRAUNFELS, AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AND REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION OF ANY SUCH LAW, ORDINANCE OR REGULATION BY HIMSELF OR BY HIS SUBCONTRACTOR OR BY HIS EMPLOYEES.

**G.** Review by City of New Braunfels: The City of New Braunfels and authorized representatives, agents and employees of the City of New Braunfels shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, books and accounting records, subcontracts, purchase orders, and all other relevant data, documents and records pertaining to this Contract.

**H.** Offeror will submit written evidence of its authority to do business in the state of Texas with its Proposal.

**I.** Offeror further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any individual or entity to refrain from submitting a Proposal; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over the City of New Braunfels.

### **3.1 PROPOSAL PRICE AND TIME**

**1. PROPOSAL PRICE** - Offeror must submit the proposed costs as set forth below. The Owner will have the right to accept alternates, if applicable, in any order or combination unless otherwise specifically provided in the Proposal Documents.

Having carefully examined this request for CSP, the General Conditions, Special Conditions, the Drawings and Specifications and addenda thereto, as well as the Project premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the Contract Documents for the following sum:

**LUMP SUM PROPOSAL:** This is a lump sum proposal. The prices in the lump sum proposal shall include all labor, equipment, materials, services, transportation, shoring, removal, de-watering, overhead, profit, insurance, bonding, etc., to cover the completed work in place.

Total Proposal dollar amounts and percentages shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern.

**FIRE STATION 7**

Fire Station 7 includes all work that is within drawing set Volume 1 and Volume 3 including fire station, drives, parking, and drainage improvements including re-sizing and grading of the eastern detention pond and the re-aligned access drive with new TxDOT traffic signal.

**BASE PROPOSAL –**

Base Proposal for the Stipulated Lump Sum of \$ \_\_\_\_\_  
(Total Proposal Price)

\_\_\_\_\_  
Dollars

**PROPOSAL ALTERNATES –**

Additional detailed information regarding alternates may be found in Specification Section 01 23 00 Alternates. For your consideration, we quote the following Proposal Alternates:

A. Deduct Alternate No. 1: Change Four-Fold Doors to Upward Acting Sectional Doors DEDUCT \$ \_\_\_\_\_

1. Basis of design for Upward Acting Sectional Doors is Aluminum Model 521 by Overhead Door Corporation with 3" tracks, 50,000 cycle springs, electric motor, and all required safety equipment. Bottom row shall be solid aluminum panels, all other rows shall be fully glazed with glass matching the base bid specification. Controls and all other features shall match or be comparable to the base bid four-fold doors as applicable.
2. Delete concrete masonry unit wing walls and relocate any embedded plumbing and electrical devices back to the columns between bay doors.
3. Add miscellaneous steel angles and plates at head and jambs of door opening as needed for complete, secure, and rigid attachment and support of tracks.

B. Deduct Alternate No. 2: Change spray foam roof insulation to rigid insulation above deck DEDUCT \$ \_\_\_\_\_

1. Delete closed cell spray foam insulation applied to underside of roof deck. Where exposed insulation would have been painted (in Apparatus Bay), paint underside of roof deck instead.
2. Increase thickness of polyisocyanurate insulation in composite nail base insulated roof sheathing from 2" to 4.5" for a total system R-value of 27.4.

Rigid insulation may be installed in multiple staggered layers, if desired, to achieve total thickness required.

C. Deduct Alternate No. 3: Change wall insulation from spray foam to fiberglass batt DEDUCT \$ \_\_\_\_\_

1. Fiberglass batt insulation shall be unfaced, 6 ¼" thickness with an R value of 19

D. Deduct Alternate No. 4: Change natural wood soffit paneling to fiber-cement soffit panels DEDUCT \$ \_\_\_\_\_

1. Fiber-cement soffit panels shall be 12-inch wide with cedar texture, non-ventilated. Panels shall have a stained finish with color to be selected by Architect from manufacturer's full range. Stained finish may be applied in one of three ways:
  - a. Provide soffit panels by Allura USA with factory-applied stained finish.
  - b. Provide soffit panels by Allura USA with stained finish by Woodtone Industries
  - c. Provide soffit panels by James Hardie with stained finish by Woodtone Industries
2. This alternate applies to exterior soffit panels only. Interior ceiling paneling and wall paneling shall remain as natural wood.

E. Deduct Alternate No. 5: Reduce wall tile in bathrooms DEDUCT \$ \_\_\_\_\_

1. In all bathrooms and restrooms, reduce tile from full height (floor to ceiling) to a wainscot up to 60" above finished floor. Cap top edge of tile wainscot with metal edge transition strip equal to "Quadec" by Schluter.
2. Above tile wainscot, change from cementitious backer units to moisture resistant gypsum board and apply epoxy paint in color to be selected by Architect.
3. This alternate does not apply to shower stalls, which shall remain as full height tile.

**TRAINING COMPLEX (TRAINING CLASSROOM BUILDING AND BURN BUILDINGS)**

**TRAINING CLASSROOM BUILDING**

The Training Classroom Building includes all work that is within drawing set Volume 2, except the burn buildings located on the sheets with prefix FT. This work includes training classroom building, drives, parking, and drainage improvements including pump and lift station improvements and all work on the western detention pond.

**BASE PROPOSAL –**

Base Proposal for the Stipulated Lump Sum of \$ \_\_\_\_\_  
(Total Proposal Price)  
\_\_\_\_\_ Dollars

**PROPOSAL ALTERNATES –**

Additional detailed information regarding alternates may be found in Specification Section 01 23 00 Alternates. For your consideration, we quote the following Proposal Alternates:

- A. Deduct Alternate No. 1: Remove the Apparatus Bays from scope of work (RE:2/A1.1) DEDUCT \$ \_\_\_\_\_
1. Steel columns with a stone surround on the west side of the outdoor classroom patio to be constructed in place to support the roof overhang. Delete concrete masonry unit wing walls and relocate any embedded plumbing and electrical devices back to the columns between bay doors.
  2. Remove additional sidewalk (RE: 1/AS1.3)
- B. Deduct Alternate No. 2: Remove the 35,500 sq ft of driving course paving at the north end of the site from scope of work (RE:1/AS1.4) DEDUCT \$ \_\_\_\_\_
1. Stripe driving course as seen on drawing 1/AS1.2 in lieu of layout seen on 1/AS1.4.
- C. Deduct Alternate No. 3: Delete new 12" stormwater lift station dual pump configuration (RE: C5.1) DEDUCT \$ \_\_\_\_\_
1. Existing lift station and pumps to remain

D. Deduct Alternate No. 4: Delete new stormwater lift station 17'-4" outside diameter reinforced concrete wet well (RE: C10.2) DEDUCT \$ \_\_\_\_\_

1. Existing lift station and pumps to remain.

E. Deduct Alternate No. 5: Delete 321 LF of 16" Ductile Iron Pipe (RE: C5.1) DEDUCT \$ \_\_\_\_\_

1. Begin running ductile iron pipe at heavy line as shown on C5.1.

F. Deduct Alternate No. 6: Delete generator and electrical conduit to provide emergency power for stormwater lift station (RE: C5.1) DEDUCT \$ \_\_\_\_\_

1. ~~Delete 770' LF of two runs of 3" pvc electrical conduit from the existing generator on site to the storm water lift station.~~  
Delete associated electrical infrastructure, underground conduits, and natural gas service indicated on Sheets MEP 2.0 and MEP 2.1.
2. Generator located behind existing facility on sheets MEP2.0 and MEP 2.1.

## BURN BUILDINGS

The Burn Buildings are located within the Volume 2 drawing set, this work includes the tower, residential building, and live fire props.

BASE PROPOSAL –

Base Proposal for the Stipulated Lump Sum of \$ \_\_\_\_\_  
(Total Proposal Price)  
Dollars

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PROPOSAL ALTERNATES –

Additional detailed information regarding alternates may be found in Specification Section 01 23 00 Alternates. For your consideration, we quote the following Proposal Alternates:

- A. Deduct Alternate No. 1: Delete Live Fire Kitchen prop and lining system (RE: Spec section 11 95 10) DEDUCT \$ \_\_\_\_\_
  - 1. Delete Live Fire Kitchen Prop shown on the 1st floor of the Residential Training Structure and as specified in section 11 95 10, paragraph 2.01.D.1 and associated equipment. Delete associated High Temperature lining systems within the room.
  
- B. Deduct Alternate No. 2: Delete Portable Live Fire Car Prop (RE: Spec section 11 95 15) DEDUCT \$ \_\_\_\_\_
  - 1. Delete Portable Live Fire Car Prop depicted on the Fire Training Ground Site Plan and as specified in section 11 95 15.

**4. INCENTIVE: CONCURRENT CONSTRUCTION ALTERNATE**

**Combined Score Incentive.** The City will consider a price incentive for combination of the projects, (Fire Stations #7 and Training Complex). This optional price incentive does not apply to Proposers only submitting a proposal on one Project (i.e., either Fire Station #7 or Training Complex). Note that the Fire Training Complex includes the Classroom Building and the Burn Buildings.

To qualify for the price incentive points, Proposers should submit a percentage discount to be applied to the Total of both Projects. If the City chooses to award to one vendor the projects will be contracted together with the price incentive applied to the total project cost.

See next page for costing table

A.	Concurrent Construction Alternate Price Incentive	<b>DEDUCT \$</b> _____
	<b>Fire Station #7:</b>	
	Fire Station #7 – Base Proposal (1.1)	\$ _____
	<b>Fire Training Complex:</b>	
	Fire Training Classroom – Base Proposal (1.2)	\$ _____
	Burn Building – Base Proposal (1.2)	\$ _____
	<b>Total Costs for Both Projects with Incentive</b>	<b>\$</b> _____

The City may elect, at its sole discretion, to divide the project into separate distinct sub-projects and to award each component (Fire Station 7 and Training Complex (Classroom Building, Burn Buildings)) to a different proposer. The proposals listed above shall be independent of one another and take into account this possibility. In the event that the City elects to award all components to the same proposer and build them concurrently (notices to proceed issued within two months of one another), we quote the following optional price incentive, to be factored into the total cost of all sub-projects:

**UNIT PRICES:** Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

**UNIT PRICES – FIRE STATION 7 AND TRAINING CLASSROOM BUILDING**

Additional detailed information regarding unit prices may be found in Specification Section 01 22 00 Unit prices, Section 31 63 29 Drilled Concrete Piers and Shafts, and Structural Notes on Sheet S0.0.

Please note: Due to the soil conditions identified in the geotechnical investigation, advanced drilling methods may be required to construct concrete piers for this project. Per the Structural Notes on Sheet S0.0, Contractor’s Base Proposal shall include the cost of temporary casings for all piers indicated in the drawings and trial pier. Drilling Slurry, Tremie, and Drilling Buckets shall not be included in Base Proposal, and the Contract Sum will be increased according to the unit prices below if one or more are deemed to be required by varying site conditions.



**CSP 22-008 Fire Station #7 and Training Complex**

	1. Drilled Concrete Piers	2. Temporary Casings	3. Drilling Slurry	4. Tremie	5. Drilling Buckets
Cost per linear foot for 18" Diameter Piers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per linear foot for 24" Diameter Piers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per linear foot for 30" Diameter Piers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per linear foot for 36" Diameter Piers	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**2. PROPOSAL TIME** - In addition to the below information, Offeror must submit information as requested in Section 24, Selection Criteria. Respondent understands that TIME IS OF THE ESSENCE for this Project.

Having carefully examined this request for CSP, the General Conditions, Special Conditions, the Drawings and Specifications and addenda thereto, as well as the Project premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to complete the entire work in accordance with the Contract Documents for the following time.

**TIME OF COMPLETION:** The issuance of a Notice to Proceed (NTP) requires the undersigned to commence work under this contract not later than ten (10) days thereafter and to substantially complete such work within the time of 300 calendar days for Station 7, 300 calendar days for the Training Classroom Building and 360 calendar days for the Burn Buildings to include testing and training. Entire Fire Training Complex to be substantially complete within the time of 450 calendar days.

Proposer shall indicate if they accept the specified construction durations or may show below a shorter duration period:

Fire Station 7: \_\_\_\_\_ Calendar Days

Training Classroom Building: \_\_\_\_\_ Calendar Days

Burn Buildings: \_\_\_\_\_ Calendar Days

Entire Fire Training Complex: \_\_\_\_\_ Calendar Days

**4.1 SIGNATURES:**

The undersigned proposer does hereby declare and stipulate that this proposal, including Response Forms A, B, C, D, and all other information provided as part of this proposal, which are incorporated herein by reference for all purposes, is made in good faith, and it is made in pursuance of and subject to all the terms and conditions of the advertisements, proposal documents and requirements, Addenda, the Standard Form Agreement and General Conditions, and the Contract Documents, including the Plans and Specifications pertaining to the work, all of which have been examined by the undersigned proposer. The undersigned hereby declares that he/she has visited the site or has ample opportunity to visit 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/her proposal, and that he/she agrees to do the work, and that no representations made by the City are in any sense a warranty, but are mere estimates for guidance of the contractor.

The undersigned further agrees that he/she 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 Total Proposal Price and Time as indicated herein.

Additionally, the undersigned affirms that the Offeror is willing to sign the attached Standard Form of Agreement with the General Conditions of the Contract (Attachment A). Further, Offeror certifies that the only person or parties interested in this offer as principals are those named herein.

**ADDENDA:** The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications; all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

<u>Addendum No.</u>	<u>Dated</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Offeror: \_\_\_\_\_  
(Print or type full name of your proprietorship, partnership, corporation or joint venture\*)

\*If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

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

Name: \_\_\_\_\_

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

Doing Business as: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_