



NORTHSIDE INDEPENDENT SCHOOL DISTRICT

ADDENDUM No. 1

PROJECT NAME: **TENNIS COURT UPGRADES AT JOHN JAY HS**

RFCSP# **2025-016**

DATE: 03/25/2025

This Addendum 1 shall be included in and considered part of the solicitation documents for the construction of the Tennis Court Upgrades at John Jay HS project. This addendum is separated into sections for convenience, however, all contractors, subcontractors, material men, and other parties shall be responsible for reading the entire addendum. The failure to list an item or items in all affected sections of this addendum does not relieve any party affected from performing as per instructions, providing that the information is set forth one time any place in this addendum. These documents shall be attached to and become part of the Contract Documents for this project. The contractor shall be required to acknowledge the receipt of this addendum by signing the Addendum No.1 Acknowledgement Form (attached hereto) and submit with its bid.

GENERAL:

1. The following changes and/or additions to the Contract Documents, via this addendum, shall apply to proposals made for and to the execution of the various part of the work affected thereby.
2. Careful note of the Addendum shall be taken by all interested parties and all trades affected shall be fully advised in their performance of the work involved.

SPECIFICATIONS:

1. **Invitation to Offerors** – Corrected date for notice of award to April 24, 2025
2. **Proposal Form** – Corrected date for notice of award April 24, 2025

APPROVED EQUAL ITMES (SUBSTITUTIONS):

1. **Plexipave:** New surface on existing tennis courts, as manufactured by ICP Building Solutions Group, 150 Dascomb Rd., Andover, MA 01810. 800-225-1141. This item is an approved equal for the tennis court surfacing acrylic material as specified in Section 32 18 23.53 Tennis Court Surface and Components in the project specifications manual.
2. **Hellas Construction TPS 5000 Tennis Court Surfaces:** (Deep Patch, Acrylic Surfer, Color Concentrate, Line Paint, Line Prime: New surface material on existing tennis courts, as manufactured by Hellas Construction, 12710 Research Blvd, Ste 240, Austin, TX, 7879. 512-250-2910. This item is an approved equal for the tennis court surfacing acrylic material as specified in Section 32 18 23.53 Tennis Court Surface and Components in the project specifications manual.



ATTACHMENTS:

- Sign-in sheet from the Pre-Proposal Conference held March 18, 2025
- Revised Invitation to Offerors
- Revised Proposal Form

END OF ADDENDUM NO. 1



ACKNOWLEDGEMENT FORM

RECEIPT OF ADDENDUM NUMBER(S) 1 IS HEREBY ACKNOWLEDGED BY THE UNDERSIGNED REGARDING THE SOLICITATION OF THE CONSTRUCTION OF **TENNIS COURT UPGRADES AT JOHN JAY HS** FOR WHICH BIDS ARE SCHEDULED TO BE OPENED ON **TUESDAY, APRIL 01, 2025 AT 11:00 A.M.**

THIS ACKNOWLEDGEMENT FORM MUST BE SIGNED AND RETURNED WITH CONTRACTOR'S BID PACKAGE.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Date: _____

Signature

Print Name/Title

Date & Time: 3/18/2025 @ 12:00 AM

RFCSP # 2025-016

Project Name: Tennis Court Upgrades at John Jay HS



NORTHSIDE INDEPENDENT SCHOOL DISTRICT
Facilities Department

Meeting Type

- Consultant Kickoff
- Design Review
- Pre-Proposal Conference
- Pre-Construction Conference
- Substantial Completion
- Warranty Walk
- Other

PRINT NAME (Please PRINT)	COMPANY NAME	Cell #	PHONE #	Email
Alfred Vitela	NISD			alfred.vitela@nisd.net
Nicole Orozco	NISD			nicole.orozco@nisd.net
Brian Wiggins	NISD			brian.wiggins@nisd.net
FK Frank Kittchner	NISD	(210) 825-2224		frank.kittchner@nisd.net
YR Russell Rincon	Bain Medina Bain	210 487 1503	210 454 7223	rrincon@bmbi.com
Eric Craig	NISD			eric.craig@nisd.net
Jay Govan	NISD			jay.govan@nisd.net
Scott Byrd	NISD			scott.byrd@nisd.net
Teresa Cuellar	NISD			teresa.cuellarhernandez@nisd.net
Alberto Munoz	NISD			alberto.munoz@nisd.net
Corina Berlanga	NISD			corina.berlanga@nisd.net
Michelle Loreda	NISD			michelle.loredo@nisd.net
Maria Rojo	NISD			maria.rojo@nisd.net
Brian Parks	Hellas Construction	512-420-7842		Bparks@Hellasconstruction.com

NORTHSIDE INDEPENDENT SCHOOL DISTRICT

*Dr. John M. Craft, Superintendent
5900 Evers Road, San Antonio, Texas 78238*

FACILITIES AND OPERATIONS DEPARTMENT

*Jacob Villarreal, P.E., Assistant Superintendent for Facilities & Operations
Enrique Jimenez, P.E., Executive Director of Construction & Engineering
5900 Evers Road
San Antonio, Texas 78238
Telephone: (210) 397-1200 (Facilities); (210) 397-1240 (Engineering)
Facsimile: (210) 257-1212*

PURCHASING DEPARTMENT

*Andrea Tena, Director of Purchasing
607 Richland Hills Dr. #700
San Antonio, TX 78245-2149
Telephone: (210) 397-8710; Facsimile: (210) 706-8834*

CONSULTANT

*Bain Medina Bain, Inc.
7073 San Pedro Ave.
San Antonio, Texas 78216*

Date: January 22, 2025

RFCSP No. 2025-016

INVITATION TO OFFERORS (Competitive Sealed Proposals)

1. **REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP):** *The Northside Independent School District (“NISD” or “Owner”) of Bexar County, Texas proposes to construct a Tennis Court Upgrades at John Jay HS (“Project”) and is requesting competitive sealed proposals for the work pursuant to Chapter 2269 of the Government Code. The Owner may select the Proposal that offers the “best value” for the District based on the published selection criteria, weight of criteria, and on its ranking evaluation. Prior to approval of the recommended Offeror by the Board of Trustees, the District’s representative Owner may attempt to negotiate a contract and discuss options for scope or time modifications and price change(s) associated with the modification(s) if proposed prices are more than the District’s budget for the project. Proposals are to be submitted in accordance with this invitation and the accompanying instructions. Northside facilities are accessible to disabled persons. To arrange for special assistance for this meeting, the Pre-Proposal Conference, and any other meeting, or if you have questions regarding accessibility, please contact the Facilities & Operations Department in advance of the meeting.*

2. **DESCRIPTION OF PROJECT:** *The Project is generally described as follows:
Tennis court resurfacing and striping along with replacement of tennis court net posts, windscreens, backboard, and tennis court nets as indicated on the drawings and specifications to include all general construction, site work, heating, air conditioning, electrical, plumbing and all other work as indicated on the construction documents.*

3. **TIME OF COMMENCEMENT AND COMPLETION:** *The Project must be complete and ready for occupancy not later than **July 28, 2025** assuming that the successful Offeror is given notice of its top ranking on or before **April 24, 2025**. Any proposal must provide for final completion by this date. The Notice to Proceed may be issued up to **45** consecutive calendar*

days following the Notice of Award. Work cannot begin prior June 02, 2025 and NISD notification. The Contractor shall take this period into account in the preparation of its Proposal. No claim for additional time shall be considered unless this period is exceeded.

Alternately, Offerors may be asked to submit the number of calendar days required for completion of the Work, if completion of the Work shall be prior to such date.

4. **ESTIMATED PROJECT BUDGET:** \$200,000.00, based on the Plans and Specifications dated January 22, 2025, Job No. 2025-016 prepared by Bain Medina Bain, Inc. ("Consultant").

5. **PRE-PROPOSAL CONFERENCE:** A Voluntary Pre-Proposal Conference will be conducted at 11:00 A.M. on March 18, 2025 at NISD Engineering Services, 5900 Evers Road, Building E, San Antonio, Texas 78238. For details, please refer to NISD Purchasing Website. All persons desiring to submit a proposal are encouraged to attend this conference. The District's responses to questions received at or before the Pre-Proposal Conference may be distributed at the Pre-Proposal Conference, and later questions will be distributed via addendum, where applicable.

6. **PROPOSAL DOCUMENTS:** General Contractors may obtain up to two (2) sets of Proposal Documents from the office of the Consultant upon receipt by Consultant of a deposit, in the form of cash or a check, payable to Consultant in the amount of \$50.00 for each set which shall be refundable provided the General Contractor submits a valid proposal and also provided that the Contract Documents are returned to the Consultant in good condition within ten (10) days after the date of receipt of proposals. Subcontractors and suppliers may obtain up to one (1) set of Proposal Documents from the office of the Consultant upon receipt by Consultant of a deposit, in the form of cash or a check, payable to Consultant in the amount of \$50.00 for each set which shall be refundable provided the subcontractor or supplier submits a valid proposal and also provided that the Contract Documents are returned to the Consultant in good condition within ten (10) days after the date of receipt of proposals. Additional sets may be purchased from the Consultant by General Contractor, subcontractor or supplier at the cost of \$50.00 per set. All payments shall be made payable to the order of Bain Medina Bain, Inc. No partial sets of bid documents will be issued, and the Owner and/or Consultant will have no responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents. If the Proposal Documents are timely returned but in poor condition, a reasonable amount for the cost of reproduction will be deducted from the amount of deposit and the remaining balance will be refunded to the General Contractor, subcontractor or supplier. If the Proposal Documents are not timely returned to Consultant, or if a proposal is not submitted, the deposit will be forfeited.

In addition to the above, copies of the "Proposal Documents" may be examined during normal business hours at the following location:

Virtual Builder's Exchange, LLC
4047 Naco Perrin Blvd., Ste. 100
San Antonio, Texas 78217
Telephone: (210) 564-6900

7. **SCHEDULE FOR PROPOSAL RECEIPT AND OPENING OF PROPOSALS:** All proposals must be delivered in person or by United States mail, and finalized prior to the closing time. Proposals received by oral, telephonic, facsimile, or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Instructions to Offerors must be finalized prior to the closing time. Submittals shall be enclosed in a sealed, opaque envelope, addressed to the "**Board of Trustees for Northside Independent School District**" at the address specified below and identified as a proposal for the Tennis Court Upgrades at John Jay HS, RFCSP No. 2025-016

*If the proposal is delivered other than by personal delivery, the sealed envelope shall be enclosed in a separate envelope clearly notated “**Sealed Proposal Enclosed**” on the face thereof. All proposals must be delivered to Owner at the following address:*

*Ms. Andrea Tena
Northside Independent School District
Purchasing Department
607 Richland Hills Dr., Ste. 700
San Antonio, TX 78245-2149*

Proposals will be received by the Owner until 11:00 AM on April 1, 2025. At such time, all proposals timely received shall be publicly opened and the name of the Offeror and the monetary terms of the proposal read aloud. Each Offeror shall assume full responsibility for timely delivery of its proposal to the location designated for receipt of proposal. Proposals received after the date, time, or at the wrong location, will not receive consideration and will be returned unopened. Should you have any questions regarding the bidding process, please contact the Purchasing Department via telephone at (210) 397-8710 or via email at purchasing@nisd.net.

Attachments herein may not be required at Proposal Opening but will be required once the project is awarded or upon completion of the project.

8. PROPOSAL SECURITY: *Each proposal must be accompanied by proposal security in the amount of five percent (5%) of the total proposal, including all additive alternatives, pledging that the successful Offeror will, within 30 calendar days after the successful Offeror is notified of receipt of its proposal, enter into a written contract with the Owner on the terms stated in the “Proposal Documents”, as evidenced by the unconditional execution and delivery of such contract, and furnish payment and performance bonds, evidence of insurance and other submittals as required by the “Proposal Documents”. Should the successful Offeror fail or refuse to enter into such contract or furnish such bonds or evidence of insurance within the time above-stated, such proposal security shall be forfeited to the Owner as damages, not as a penalty. Such proposal security shall be in the form of cash, certified funds payable to the order of the Owner, or a bond in favor of the Owner. The bond shall be on AIA Document A310 “2010 Edition,” and shall be issued by a corporate surety duly authorized and admitted to do business in the State of Texas, and licensed by the State of Texas to issue surety bonds and to be an executed original. If the amount of the bond exceeds the legal underwriting limitation of the surety, the Offeror and the surety shall provide the Owner with evidence that the excess is reinsured with one or more reinsurers who are duly authorized, accredited, and licensed to do business in the State of Texas. Any proposal which is not accompanied with proposal security in the form and amount required herein shall be rejected as nonconforming. The Owner shall have the right to retain the security of all Offerors to whom an award is being considered until either (i) the Contract has been unconditionally executed and delivered by the parties and any required payment and performance bonds, evidence of insurance and other submittals have been furnished, or (ii) all proposals have been rejected by the Owner without the acceptance of any proposal.*

PROPOSAL FORM
(Competitive Sealed Proposal)

PROPOSAL OF:

(Name of Offeror)

TO: Director of Purchasing

FOR: Tennis Court Upgrades at John Jay HS

PROPOSAL # _____

Attention Owner:

The Offeror named herein (hereinafter called "Offeror"), in compliance with the Invitation to Offerors and Instructions to Offerors for the _____ ("Project") for the Northside Independent School District, San Antonio, Texas ("Owner"), having inspected the Project site and carefully examined the Project Drawings, Specifications, Addenda Nos. (List all addenda) _____, and all other Contract Documents (as such term is defined in the Instructions to Offerors), hereby offers to enter into a contract to furnish all labor, materials, tools, equipment, transportation, machinery, supplies, insurance, permits, (per owners special conditions chapter 3, section 3.2) taxes and services necessary to complete the Work in accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein. The Offeror fully understands the intent and purpose of the Contract Documents and the conditions of offer as set forth herein and in the Invitation to Offerors and the Instructions to Offerors. The Offeror hereby covenants and agrees that claims for additional compensation or extensions of time because of Offerors failure to familiarize itself with the Contract Documents or any condition at the Project site, which might affect the Work, will not be allowed.

Base Proposal: The Offeror agrees to execute all of the Work described in the Drawings, Specifications and other Contract Documents, including Owner Contingency and Allowances as defined in "Specifications", for the sum of _____ and _____/100 DOLLARS (\$ _____). In case of a difference between written words and numbers in this Proposal Form, the amount stated in written words shall govern. All unused Owner Contingency and Allowances will be returned back to Owner.

1. Unit Prices: The Offeror agrees that the Base Proposal may be adjusted by the amounts indicated below for each unit price:

[Number]	[Description]	[Units]	[Cost \$/Unit]
1	Crack Filler Material	GAL	
2	Armor Crack Repair System	LF	
3	Acrylic Emulsion	SY	
4	Color Treatment	SY	

2. Time for Completion: If awarded the Contract, the Offeror agrees to commence the Work within 10 days after Notice to Proceed is given by the Owner, and assuming such notice of award is given on or before **April 24, 2025**, to achieve Substantial Completion of the Work on or before **August 08, 2025**.

3. Completion Date Alternate: In the event the Offeror elects to provide a completion date / contract time **earlier** than the Base Proposal requirement, the Completion Date Alternate below should be completed in full. If no alternate date is provided by the Offeror, the Completion Date Alternate may be left blank. The Owner reserves the right to accept or reject any alternate in the order of the Owner's own choosing.

The Offeror agrees to achieve Substantial Completion of the work on or before _____, (_____) consecutive calendar days to Substantially Complete the work from a notice of award given no later than _____.

5. Proposal Security: Proposal security in the form of a certified check or proposal bond in the amount of five percent (5%) of the Base Proposal, plus all additive alternates, if applicable, is attached hereto, as a guaranty that the Offeror 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. NOTE: Please see the following link for information on Owner's Proposal Security Requirements: <https://www.nisd.net/district/purchasing/business-with-nisd>

6. Contractor's Personnel: The Offeror agrees to employ the following individuals for the entire duration of the Work, as noted in A201 Article 3, at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:

Project Manager: _____

Project Superintendent: _____

7. Representations: By execution and submission of this Proposal, the Offeror hereby covenants, represents and warrants to Owner as follows:

(a) The Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work for the Project.

(b) The Offeror has read and understands the "Proposal Documents", including the Contract Documents, and this Proposal is made in accordance with the "Proposal Documents".

(c) The Offeror has carefully inspected the Project site, and that from the Offerors own investigation, the Offeror has satisfied itself as to the nature and location of the Work and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offerors site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.

(d) To the fullest extent permitted by applicable law, the Offeror hereby waives any and all claims it has or may hereafter have against the Owner, the Consultant, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, sub-consultants and employees arising out of or in connection with, or related to (i) the administration, evaluation, ranking, or recommendation of any proposals; (ii) any requirements

under the "Proposal Documents" or the Contract Documents; (iii) acceptance or rejection of any proposals; and (iv) the award of the Contract. The Offeror knows and understands that the Offeror, by this waiver, is relinquishing current and future rights, benefits and advantages, and the Offeror hereby does so voluntarily and intentionally.

8. Attached Schedules and Selection Criteria Exhibits: The following Schedules and Exhibits are attached to this Proposal Form, and by this reference are expressly incorporated herein:

Schedule 1 - Contractor's Qualification Statement (AIA Form A305)

Schedule 2 - Proposed Subcontractors and Suppliers

Schedule 3 - Felony Conviction Notification

Schedule 4 - Hold Harmless Agreement

Schedule 5 - Financial Statements

Schedule 6 - Insurance and Bonding Certification

Schedule 7 - Conflict of Interest Questionnaire

Exhibit A - Relevant Experience

Exhibit B - Project Management Ability

Exhibit C - Past Performance

OFFEROR

By: _____
(Signature with Blue Ink required: Original Proposal Form required for consideration. Copies will not be accepted.)

Name: _____

Title: _____