

BIDDING DOCUMENTS

2005 Moody Museum Repairs

PREPARED BY

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INSTRUCTIONS TO BIDDERS

1. APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

2. DEFINED TERMS.

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the most qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, and the Bid Form (including all Addenda issued prior to receipt of Bids).

3. COPIES OF BIDDING DOCUMENTS.

3.1. Complete sets of the Bidding Documents may be obtained from the Purchasing Agent.

3.2. Complete sets of Bidding Documents must be used in preparing Bids. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. QUALIFICATIONS OF BIDDERS.

No pre-qualifications of Bidders is required.

5. INTERPRETATIONS AND ADDENDA

5.1. Questions received less than 96 hours prior to the date and time for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Verbal and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

5.3. The bid proposal as submitted by the bidder shall be so constructed as to include any addenda issued by the Owner prior to 24 hours of the opening of bids, with the appropriate recognition of addenda so noted in the bid proposal.

6. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of products specified in the Specifications without consideration of possible substitute or "or-equal" items; except as otherwise allowed in this bid.

7. BID FORM.

7.1. The Bid Form is included with the Bidding Documents.

7.2. All blanks on the Bid Form must be completed in ink or by typewriter.

7.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested to by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

7.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

7.5. All names must be typed or printed below the signature.

7.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

7.7. The address and telephone number for communications regarding the Bid must be shown.

8. SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid security and other required documents.

If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. The Owner shall not be responsible for bids not received prior to bid opening if sent by mail or other means.

9. MODIFICATION AND WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10. OPENING OF BIDS.

Bids will be opened and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

11. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return any Bid security prior to that date.

12. AWARD OF CONTRACT.

12.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the service and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words.

12.2. In evaluating Bids, Owner will consider the qualifications of the Bidders as described below, whether or not the Bids comply with the prescribed requirements, and such alternates as may be requested in the Bid Form or prior to the Notice of Award.

12.3. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the service in accordance with the Owner's satisfaction within the prescribed time.

12.4. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the City and **provides the best value** for the City. If the selected Bidder and the Owner cannot agree on the contract terms, the next most beneficial Bidder will then be contacted.

12.5. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

12.6. City of Taylor will evaluate the Request for Bids based upon the following criteria:

- A. Relevant experience and reputation (must list project and customer references)
- B. Experience and familiarity with the Texas Historical Commission Standards for the Treatment of Historic Property
- C. Experience and familiarity with the National Park Service's Secretary of the Interior's Standards for the Treatment of Historic Properties
- D. Reputation of bidder and bidders services
- E. Quality of bidders services
- F. The extent to which the services meet the City's needs
- G. Bidder's past relationship with the City
- H. The total long-term cost to the City
- I. Project Management Ability
- C. Subcontractor and supplier support Capability
- J. Quality and specifications of the repairs and methods utilized
- E. Price Proposal

13. SALES AND USE TAXES.

Owner is exempt from State of Texas Sales and Use Taxes on materials to be incorporated in the service. Said taxes shall not be included in the Contract Price. All other applicable taxes, fees, permits, etc., shall be the sole responsibility of the Contractor and the bid submitted shall reflect the costs for the same.

14. SECURITY FOR PERFORMANCE-PAYMENT

Bidder shall provide a Performance bond in the amount 100% of the contract price. Bidder shall deliver the bond simultaneously with the delivery of the signed Contract.

CONSTRUCTION SPECIFICATIONS

1. Work shall be performed at 114 West 9th Street, Taylor, Texas 76574.
2. Work shall generally comply with the Texas Historical Commission Standards for the Treatment of Historic Property and the National Park Service's Secretary of the Interior's Standards for the Treatment of Historic Properties
3. Contractor shall submit detailed explanations of repairs to the proposed structure and include detailed pricing information for different alternatives.
4. Bid awards will be based upon options selected by the City that provide the best value to the City. City may choose to award any one bid item or combination of bid items at City's discretion. Bidder must indicate pricing options or requests accordingly.
5. Structure and the access to this structure shall meet Federal, State, and Local building codes.
6. All applicable building codes shall apply to the structure and the components of this structure
7. Contractor shall submit information on building materials used in for repairs. Items to be submitted include:
 - a. Submittals for proposed paint
 - b. Listing of roofing materials to be used
 - c. Listing of foundation leveling materials and methods to be used
 - d. Listing of methods to repair shutters
 - e. Detailed listing of methods to repair / replace selected windows including sashes, muntins, reglazing, glass, and painting
 - f. Submittals for proposed gutters
8. Contractor shall submit information and pricing options on building materials used in exterior structure.
9. Comply with applicable codes
10. The contractor shall provide a minimum one year warranty on the structure if purchased outright.
11. Prospective bidders are required to inspect job site before submitting their proposal for this project.
12. Successful bidder must have a project manager on site during construction.

2005 Moody Museum Repairs

Bid Form

Item #	Description	Price
1	Roof Repair - Addition	\$
2	Window Repair – selected windows	\$
3	Drip Irrigation	\$
4	Back Door Replacement	\$
5	Gutters – entire building	\$
6	Gutters – Addition only	\$
7	Paint Exterior	\$
8	Yard Drain	\$
9	Shutters	\$
10	Foundation Leveling	\$

Include pricing options and bid item warranty information on separate pages.

DESCRIPTION of BID ITEMS

1. **Roof Repair – Addition:** shall include all materials and labor to correct leaking roof between primary structure and porch addition
2. **Window Repair – selected windows:** shall include repairs and rehabilitation to the 10 worst windows on the building (to be selected after bid award). Repairs shall include re-glazing, repair or replacement of sashes, muntins, glass, frame, and sills as needed. *This bid item also includes painting of ALL window interiors.*
3. **Drip Irrigation:** shall include replacing existing spray heads in landscape beds surrounding building with a drip irrigation system.
4. **Back Door Replacement:** shall include installing a new back door to the building. New door shall be similar in appearance to existing door.
5. **Gutters – Entire Building:** shall include new gutters for entire structure and over porch addition.
6. **Gutters – Addition only:** shall include new gutters only for the porch addition
7. **Paint Exterior:** shall include all materials and labor to properly prepare and paint entire exterior. Quality/type of paint, number of coats, and description of preparation methods should be included. *Note that this item does not include painting of shutters.*
8. **Yard Drain:** shall include all materials and labor to install a 4” to 6” HPDE drain around perimeter of structure. Pipe shall be perforated as needed to drain building foundation area. Pipe shall be installed primarily in existing landscape beds. Drain inlets shall be installed and included in this item as needed. Any removal/haul-off of existing landscaping must be authorized by the City and should be included in this bid item.
9. **Shutters:** shall include all materials and labor to repair, replace, or rehabilitate all existing shutters and the installation of similar shutters where any are missing. This bid item must include painting of shutters as described in Bid Item 7.
10. **Foundation Leveling:** shall include all materials and labor to level the structure including any work needed to replace pertinent foundation materials. A detailed listing of work proposed to be performed should be included with this item.

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total prices listed.

Bidder/Company Name: _____

Authorized Representative: _____

Signed: _____

Title: _____

Address: _____

City, State & Zip: _____

Telephone: _____

Fax #: _____

Date: _____

ATTACHMENT I
REFERENCES

Each bidder is to provide a minimum of three (3) verifiable references.

Company Name:

Address:

Contact Person:

Telephone #:

Company Name:

Address:

Contact Person:

Telephone #:

Company Name:

Address:

Contact Person:

Telephone #:

ATTACHMENT II

INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bid the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
Workers' Compensation Employer's Liability	Statutory Limits \$100,000 per occurrence	City to be provided a WAIVER OF SUBROGATION
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
Business Auto Liability to include coverage for: a) Owned/Leased Vehicles b) Non-owned Vehicles c) Hired Vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or

regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name of City of Taylor and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City or cancellation, nonrenewable, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Taylor, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificated of Insurance shall reference the project name or bid number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Purchasing Agent
400 Porter Street
Taylor, Texas 76574

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerates the Contractor from liability.