ADVERTISEMENT FOR BIDS

PROJECT: CITY OF PORT LAVACA: NEW ILLUMINATED OUTDOOR SIGNS

BID DATE AND TIME: March 7, 2023 – 2:00 pm

Sealed bids for the above referenced project shall be received by the City Secretary's Office, 202 North Virginia, Port Lavaca, Texas 77979 until 2:00 p.m., Tuesday, March 7, 2023. All bids will be publicly opened and read aloud immediately thereafter.

Said Bids shall be submitted on the Bid Form provided in the Bid Documents and shall be sealed in an envelope clearly marked "SEALED BID – CITY OF PORT LAVACA: NEW ILLUMNIATED OUDOOR SIGNS - DUE BY 2:00 p.m., March 7, 2023." Bids received after this time shall be returned unopened.

To receive a PDF copy of the Bid Documents and/or arrange for a site visit, contact the Derrick Smith, Director of Development Services at dsmith@portlavaca.org, or by calling 361-408-0193. Hard copies of the Bid Documents are available for pickup or review at City Hall, 202 N. Virginia St., Port Lavaca, Texas or calling 361-552-9793.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Port Lavaca or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The CITY OF PORT LAVACA reserves the right to hold all bids for 30 days without action, to reject any and all bids, to waive informalities in the bidding, and to require statements of evidence of bidder's qualifications and experience including financial statements.

The CITY OF PORT LAVACA is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency. Small and minority business, women-owned business enterprises, and labor surplus area firms are encouraged to submit bids.

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City Hall – Exterior Elevations

City Hall – Exterior Signage Dimensions

City Hall - Detail A7

INSTRUCTIONS TO BIDDERS

- 1.0 LOCATION OF THE PROJECT: The project is located in the city of Port Lavaca, Texas. Bid Item 1 is at the Bauer Community Center at 2200 SH 35 North and Bid Item 2 is at City Hall 202 N. Virginia Street.
- 2.0 <u>GENERAL DESCRIPTION OF THE PROJECT:</u> The work to be accomplished under the provisions of these Contract Documents are described in the bid form and on the plans.

3.0 DELIVERY OF BID:

- 3.1 Facsimile transmittal of bids will <u>not</u> be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier and received by the City Engineer's office before the stated date and time.
- 3.2 All bids received by the City of Port Lavaca after the stated date and time will not be opened, read, or recorded and will be returned unopened.
- 3.3 Bids shall be submitted on the Bid Form provided in Section 0300, sealed in an envelope and clearly marked "SEALED BID 2023 NEW ILLUMINATED OUTDOOR SIGNS DUE BY 2:00 PM, MARCH 7, 2023"
- A Bid Bond issued by an acceptable surety in the amount of 5% of the maximum bid submitted must accompany each bid. A certified check or cashiers check payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.
- 3.5 The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 15 days after he has received Notice of Acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- 4.0 <u>OBLIGATION OF BIDDER:</u> At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.

5.0 <u>TIME OF COMPLETION</u>:

5.1 Time of completion of this Contract is of importance to the City and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contract, until final completion and acceptance by the City. If there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions of time within the same month as the delay occurs. His/Her failure to make such request within the above time limit may void the possible extension of the Contract time of completion. The City

Manager will be the judge as to whether a time extension is to be granted and so notify the Contractor.

5.2 Liquidated Damages:

Contractor shall pay Liquidated Damages in the amount of Two Hundred Dollars (\$200) per each calendar day that the date of substantial completion exceeds the contract completion date.

6.0 RIGHTS OF THE CITY OF PORT LAVACA:

- The City of Port Lavaca reserves the right to separate and accept or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.
- 6.2 The City of Port Lavaca reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the City of Port Lavaca.
- 7.0 <u>BONDS:</u> Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.
- 8.0 <u>TAX EXEMPTIONS:</u> The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.
- 9.0 <u>PAYMENT PROCEDURES:</u> The City of Port Lavaca will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage.) Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted an "Affidavit of all Bills Paid" to the City.
- 10.0 <u>STATEMENT OF QUALIFICATIONS:</u> IF the Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years, the Bidder must complete and submit with the Bid the provided Statement of Qualifications,.

END OF SECTION

BID FORM

Bidding Firm:		:				
Addre	ess:					
City, S	State, Z	<u>Z</u> ip:				
Phone:			Email:			
Project:			2023 - NEW ILLUMINATED OUTDOOR SIGNS			
Co pro sp Do	1. Pursuant to and in compliance with the Advertisement for Bid and the proposed Contract Documents dated February 15, 2023 related to the above referenced project, the undersigned hereby proposes and agrees to fully perform all Work as specified or indicated in, and in strict accordance with the proposed Contract Documents, and addenda hereto, within the time stated herein for the following prices:					
	opose lowing:		nish all labor, equipment, and a	all other things necessary	to construct	
BID ITEM	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	
BAUEF 1.	R COMM 1	MUNIT' LS	Y CENTER MESSAGE BOARD Remove existing double sided message board and install NEW double sided all color 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing			
1A	!	LS	Additional cost for 10 mm (inlieu of speificed 16mm)	\$	\$	
CITY H 2.	IALL EX		SIGNS Install NEW LED backlit Halo Logo and Lettering on City Hall building per plans	\$	\$	
			a contract for both the Bauer Commur following amount from the sum of Bid	nity Center Message Board ANI		
HIGHE	ST AMO	UNT BII	D on which the 5% Bid Bond is based	\$(Sum of Bid Items: 1A+2-3)	\$	

2. If awarded a contract, the undersigned will provide proof of insurance coverage, a 100% Payment and Performance Bond, as applicable, and execute the Service Agreement with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to the acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.

- 3. Enclosed is a Certified Check or Bid Bond in the amount of 5% of the highest amount bid.
- 4. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the plans and specifications.
 - B. To complete the Work within _____ calendar days from the Notice to Proceed.
- 5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A.	BIDDER has examined copies of all Contract Documents and the						
	following Addenda, receiptof which is hereby acknowledged.						
	Addendum No						
	Date Rec'd:						

- B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.
- 6. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca withing the last 5 years.)
- 7. Communication about this BID shall be directed to the BIDDEER'S address indicated above.

City of Port Lavaca 2023 – NEW ILLUMINATED OUTDOOR SIGNS SECTION 00300

SUBMITTED this	day of	, 2023.
BySignature		
Title		Seal if Bidder is Corporation

STATEMENT OF BIDDER'S QUALIFICATION

Bidder	Date	
On a separate sheet, list all scope of this bid if one or n	I of the equipment owned by Bidder that will be more areas are awarded.	be used to complete the
On a separate sheet, list at years, comparable in size of information, and dates of o	t least 3 clients of recurring mowing projects yor greater to the scope being bid. Provide nam contract.	our firm has had in the past 3 se of owner with valid contact
Has your organization filed contracts within the last 5	d any law suits or requested arbitration with re years? (If yes, provide details)	egard to construction
Are there any judgments, organization or its officers	claims, arbitration proceedings or suits pendirs? (if yes, provide details)	ng or outstanding against your
Has your organization eve	er failed to complete any work awarded to it? ((If yes, provide details)
Total Staff employed by fi	irm (break down by managers and trades)	
	k that your organization normally performs wi	
 Number of years y 	has your organization been in business as a Co your organization been in business under its pr es under which your business has operated in t	resent name?
	Corporation () Partnership () Individual () Joi	
	website (if applicab	
	irm)	
Date:	misicading. (attach additional sheets as neces	ssary)
The undersigned certifies complete so as not to be	s under oath that the information provided he misleading. (attach additional sheets as neces	rein is true and sufficiently

AGREEMENT BETWEEN OWNER AND CONTRACTOR

	THIS CONTRACT is made, and entered into this the day of 2022, by and between the CITY
Ol	F PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and
	(hereinafter referred to as "CONTRACTOR").
	r and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as lows:
1.	SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated identified herein as "Exhibit B". The Contract Amount is hereby established at \$ Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
2.	CONTRACT TERM: This contract term shall be for one (1) year from the start date and includes two (2) each

- 2. CONTRACT TERM: This contract term shall be for one (1) year from the start date and includes two (2) each options to extend the contract for one (1) year, if mutually agreed by both parties within 90 days of the date of expiration.
- 3. PAYMENT TO CONTRACTOR. CONTRACTOR shall submit requests for payment no more often than a monthly basis.
- 4. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
- 5. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

- **6. HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
- 7. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
- 8. TERMINATION OF CONTRACT. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.

- 9. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
- 10. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
- 11. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
- 12. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- 13. CITY NOT RESPONSIBLE FOR EXPENSES. CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 14. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 15. ENTIRE CONTRACT. This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 16. HEADINGS. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 17. EXISTENCE. CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

- 18. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.
- 19. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.
- **20. AMENDMENTS.** This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

CITY OF PORT LAVACA 202 N. Virginia St. Port Lavaca, Texas 77979	CONTRACTOR	
361-552-9793 By:	By:	
Printed Name:	Printed Name:	
Title:	Title:	

00820

BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
 - 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
 - 1.1.1 <u>Workman's Compensation and Employers' Liability</u>: State and Federal Statutory Limits
 - 1.1.2 <u>Bodily Injury and Property Damage</u>: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
 - 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.
 - \$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
 - 1.1.4 <u>Automobile Liability:</u> CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:

Combined Single Limit: \$1,000,000.00

- 1.1.5 No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.
- 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.
- 2.0 If the Contract Amount is equal to or exceeds \$50,000, (or as otherwise stipulated by Texas statute), Contractor shall, prior to commencement of the Work, provide a Payment Bond, and if the Contract Award is \$100,000 or greater, a Performance Bond, each in the amount of 100% of the Contract Amount, in accordance with Article 5160 of Vernon's Texas Civil Statutes.

END OF SECTION

SUMMARY OF WORK

1.0 GENERAL

1.1 Work under this contract consists of the following:

BID ITEM 1: BAUER COMMUNITY CENTER MESSAGE BOARD

- Remove and dispose of the existing double-sided message board
- Install double sided FULL COLOR 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing: approximately 4'-8" x 14'-7" (Alternate Bid for 10 mm)

BID ITEM 2: CITY HALL

• Install LED halo-illuminated individually mounted stainless steel letters and stainless steel logo mounted with zinc fasteners directly to the wall per the plans. (3 Locations)

1.2 Contractor's use of premises:

- A. Contractor shall not unreasonably encumber the jobsite with materials and equipment.
- B. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
- C. Contractor shall limit his operations to within the designated City property. Contractor may have use of a designated area at the City Public Works warehouse for delivery of materials. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
- D. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
- E. It is the Contractor's responsibility to protect all public and private property against damage by the construction process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the City Manager.
- 1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.

2.0 PRODUCTS

- 2.1 All products and materials shall be equal to those manufactured by Daktronics, 201 Daktronics Dr. Brookings, SD 57006
- 2.2 All fasteners shall be stainless steel or Zinc-plated.

3.0 EXECUTION

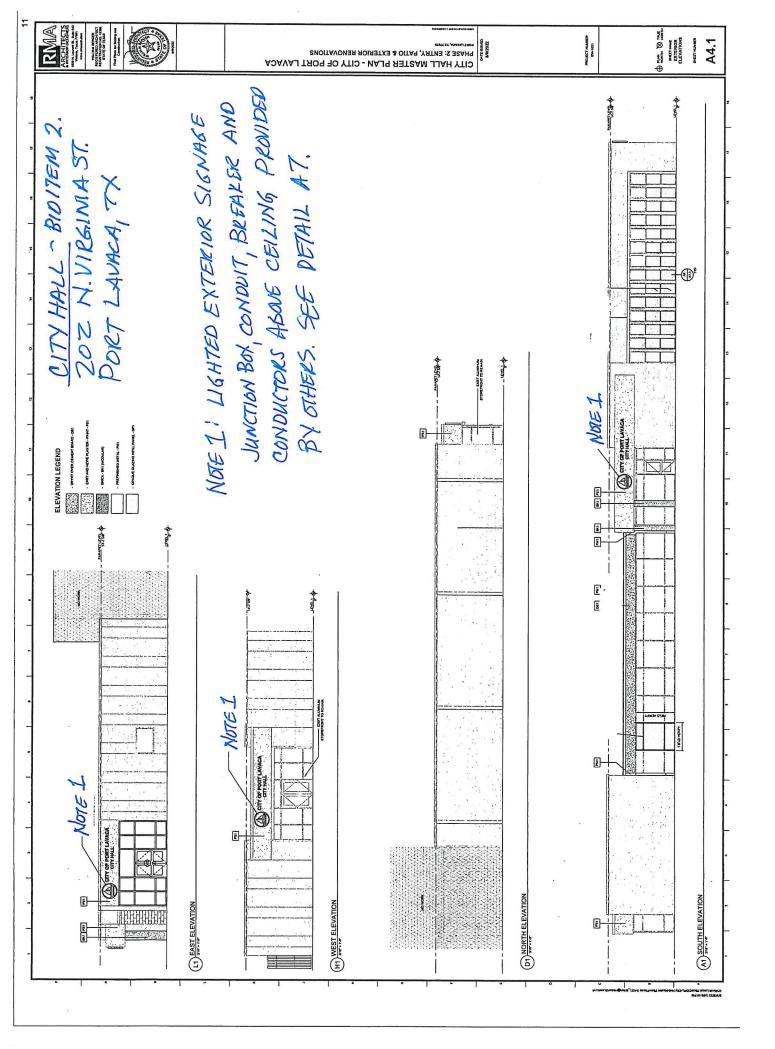
3.1 Installation shall equal or exceed industry standards for this type of construction.

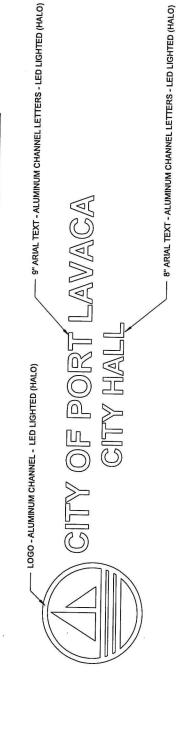
BAUER COMMUNITY CENTER MESSAGE BOARD - BID ITEM 1

Message Board approximate dimensions: 4'-8" x 14' 7"

2300 SH 35 North, Port Lavaca, Texas 77979







EXTERIOR SIGNAGE ELEVATION (3 LOCATIONS)

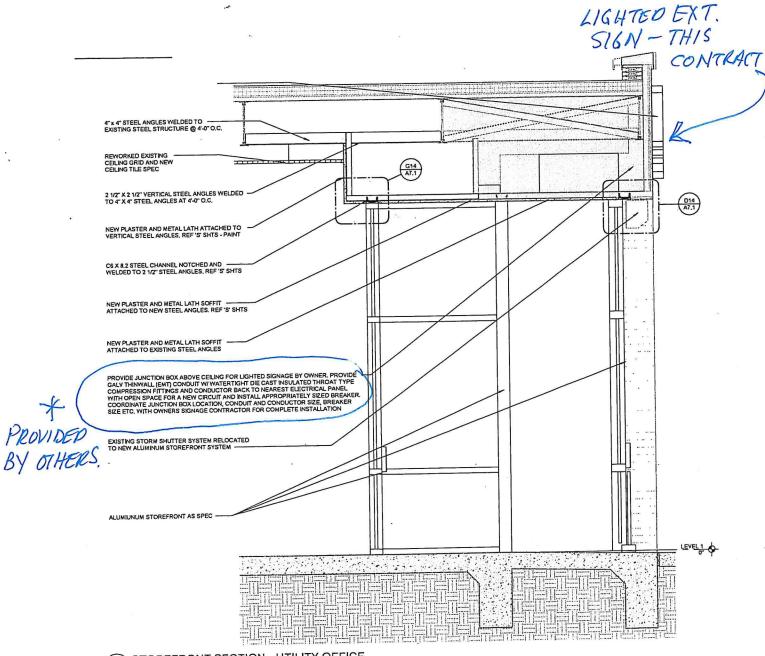
SITY OF PORT LAVACA CITY HALL

SIGNAGE DIMENSIONS

02/03/23

PHASE 2: ENTRY, PATIO & EXTERIOR RENOVATIONS CITY HALL MASTER PLAN - CITY OF PORT LAVACA





A7 STOREFRONT SECTION - UTILITY OFFICE

CITY HALL (BID ITEM 2.) 3 LOCATIONS.