

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for IFB 2013-B03 General Contractor for Phase II Restoration of the Historic Hays County Jail and authorize Purchasing to solicit for bid and advertise.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 19, 2013	N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Johnson/Maiorka	COBB	N/A

SUMMARY

See attached specifications.

IFB 2013-B03
GENERAL CONTRACTOR FOR THE PHASE II RESTORATION OF THE HISTORIC OLD HAYS COUNTY JAIL

HAYS COUNTY, TEXAS

Invitation for Bids

Hays County will receive sealed bids for General Contractor for the Phase II Restoration of the Historical Old Hays County Jail until 2:00 p.m. on Thursday, April 18, 2013 at the Hays County Purchasing Office, 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. The intent of this project involves exterior restoration of the Old Hays County Jail located at 168 S. Fredericksburg Street, San Marcos, Texas 78666. The bids shall be sealed and addressed to:

Hays County Purchasing
Attn: Cindy Maiorka CPPB
712 S Stagecoach Trail Suite 1071
San Marcos, Texas 78666

The bids will be publicly opened and read aloud at the Hays County Government Center, in the Purchasing Office, Suite 1071 on April 17, 2013 at 2:00 p.m. local time. Bids received after the submission deadline will be returned. A mandatory pre-bid conference will be held at the Hays County Government Center, Tuesday, April 2, 2013 at 2:00 p.m. local time. A visit to the project site will follow the conference for anyone who wants to attend.

Bidding documents may be obtained by prospective bidders by emailing your request to cindym@co.hays.tx.us.

Bid Security in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor.

Hays County reserves the right to reject any or all bids or to waive any informality in the bidding process. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to determine which bids are the lowest and/or best, and to award the contract on this basis. No bid may be withdrawn within thirty (30) days after opening of bids. If a submitted bid is withdrawn within the said period, bid guarantee shall become property of the owner, not as penalty, but as liquidated damages, and owner may pursue other action allowed by law.

The successful bidder must furnish a Performance Bond and Payment Bond. Each bond shall be issued in an amount of one hundred percent (100%) of the contract amount from a solvent surety company, authorized to do business in the State of Texas and acceptable to the owner.

Bids may be held by Hays County for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigation the bidder's qualifications prior to the contract award.

Questions by potential bidders may be directed to Cindy Maiorka CPPB, Purchasing Manager at 512-393-2273 or email cindym@co.hays.tx.us .

GENERAL CONDITIONS

Bids are solicited for furnishing the services set forth in this Invitation for Bid (IFB).

Completed bids must be received in the Hays County Purchasing Office before 2:00 p.m. on April 17, 2013. All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. By submitting a bid, vendor hereby agrees to all of the terms and provisions of the bid specifications.

Bids received in the County Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the purchasing office shall be the official time of receipt. Hays County does not accept fax bids.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.

The bidder agrees if this is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days unless a different period is noted by bidder.

The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Suite 100, San Marcos, Texas 78666, Attn: accounts payable. Payments will be processed after notification that all services have been satisfactory and no unauthorized services have been received.

Hays County terms are net 30 days from invoice date.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendor's past performance record with Hays County
- Hays County's evaluation of vendor's ability

If bid is accepted and approved by Commissioners Court then this bid becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.

The County is tax exempt: therefore tax shall not be included in this offer.

Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal year period by the approval of Commissioners Court. If sufficient funding or authority is not made available, the contract shall become null and void.

Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this IFB. Bidders shall acknowledge receipt of addenda.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Office shall be considered as a duly authorized expression on behalf of the County.

All bidders will be required to furnish proof of insurance for Worker's Compensation, auto liability and general liability before any work may begin and shall remain in effect during the life of the contract.

If bidder does not wish to submit a bid at this time, but desires to remain on the bidder's list, please submit a "NO BID" by the same time and at the same location as specified in this IFB. Hays County is always very conscious and extremely appreciative of the time and effort you must expend to submit a bid. We would appreciate you indicating on any "NO BID" response the reason for submitting a NO BID.

This contract shall remain in effect until contract expires or is in default. Either party may terminate this contract with a forty five (45) day written notice to the party prior to cancellation. The termination notice must state the reason(s) for such cancellation. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to perform in accordance with the accepted IFB.

Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

This contract will immediately be canceled if it is found by the Commissioners Court that its continued performance endangers the citizens, personnel, property of Hays County or the environment.

The vendor shall make familiar with and at all times shall 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 County of Hays and its representatives against any claims arising.

REFERENCES:

Bidder will supply the name and an address of representatives where it has performed this service in the past or is now under contract for such services of the same and who may be contacted for references and performance history. The list of references will include company name, address, phone number and representative's number.

CONTRACTOR QUALIFICATION STATEMENT

General Contractor must demonstrate a minimum of ten (10) years experience and five (5) comparable successful historic restoration or stabilization projects within the last ten (10) years. Comparable projects should have involved historic limestone masonry construction.

Window Contractor shall have a minimum of five (5) years documented experience in work of the type specified. Pre-approved contractor:

Red River Restoration 512-751-4075

General Contractors are to provide a seven (7) page (maximum) contractor's qualification statement, with up to two (2) illustrative photos of each project reference cited.

Window Contractors are to provide a five (5) page (maximum) contractor's qualification statement, with up to two (2) illustrative photos of each project reference cited.

BASIS OF AWARD:

The County reserves the right to award a contract for named project to a bidder on the basis of total low bid and/or the best value to the County.

Bidders must bid on all items in order to be considered responsive.

INSURANCE AND LIABILITY

During the period of this contract, successful bidder will maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, successful bidder will:

- Name the County as additional insured/or an insured, as its interest may appear
- Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance
- Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award, and at least annually thereafter in the event this contract is renewed

Required coverage is as follows: (a) worker's compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than \$1 million; (c) commercial liability, including products and completed operations and contractual liability, with a combined single limit of \$2,000,000 per occurrence; and (d) excess liability insurance with limits not less than \$2,000,000. (a copy of the certificate of insurance must be attached to bid documents)

BID SECURITY:

Bid Security is required in the amount of five percent (5%) of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas.

PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish Performance and Payment bonds, each in the amount at least equal to the contract price, as security for the faithful performance and payment of all contractor's obligations under the contract documents. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Architect and until a maintenance bond which will run for a period of two (2) years after the date of acceptance of Hays County upon completion of all work under the contract a maintenance bond guaranteeing all work under the contract to be free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and guaranteeing to replace or to re-execute without cost to Hays County such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the maintenance bond.

MANDATORY PRE-BID CONFERENCE:

There will be a mandatory pre-bid conference held April 2, 2013 at 2:00 p.m. at the Hays County Government Center. After the pre-bid there will be a visit to the work site for anyone that wishes to attend. If you have any questions contact the Purchasing Office at 512-393-2271.

SCOPE OF WORK:

The Phase II will complete the exterior restoration and includes front porch and porch roof, windows and window bars and exterior doors. It also includes (but is not limited to):

- Masonry pointing at new building bar installation
- New concrete foundations at front porch columns
- New wood framing and blocking
- Reusing, replacing and/or replicating front porch trim
- New galvanized metal roofing at front porch
- Repair or reconstruction of existing windows, with the replacement of window bars
- Installation of existing front door, with new frame replication of existing front door for installation at North façade
- Painting of windows, bars, doors, stucco arches, porch framing and trim
- Repair and reinstallation of metal awning at North exterior door
- Installation and repair of stucco at brick arches at East façade
- Touch up (sealant and paint) of existing wood friezes and trim

EXCLUDED PARTIES/FEDERAL DEBARRED VENDORS:

A. No purchase utilizing Federal Funds may be made from vendors that are currently on the Federal Excluded Parties List.

B. The following requirement shall be included in the Invitation to Bid or Request for Proposal documents if the expected purchase with Federal Funds is anticipated to exceed \$100,000;

Certificate of Eligibility: The provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this contract for default.

Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, creed, sex, or national origin.

BID FORM

Date: _____, 2013

BID of _____ an individual proprietorship, a corporation organized and existing under the laws of the State of Texas, or a partnership consisting of _____, for the PHASE II RESOTRATION PROJECT FOR THE HISTORICAL HAYS COUNTY JAIL.

THIS BID IS SUBMITTED TO:

Hays County
Attn: Cindy Maiorka CPPB
712 S Stagecoach Trail Suite 1071
San Marcos, Texas 78666

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all WORK as specified or indicated in the Contract Documents for the Bid price and within the Bid Times indicated in this IFB and in accordance with the other terms and conditions of the Contract Documents. BIDDER accepts the terms of the form of Agreement and the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including without limitation those dealing with the disposition of Bid Security. This BID will remain subject to acceptance for thirty (30) days after the day of BID opening. If Bidder is the successful bidder, BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of Owner's Notice of Award.
3. In submitting this BID, BIDDER represents and warrants that:
 - a) BIDDER has examined and carefully studied the Bidding Documents and Addenda. BIDDER hereby acknowledges receipt of the following Addenda: (list addenda by addendum number and date).

Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

- b) BIDDER has visited the site, has conducted all testing at the site BIDDER deems necessary, has become familiar with, has taken into consideration in formulating its BID, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the work;
 - c) Bidder is familiar with, has taken into consideration in formulating its BID and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work;
 - d) BIDDER has obtained and carefully studied and is responsible for obtaining and studying any and all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishings of the work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto as may be necessary. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or date are necessary for the determination of this BID for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.

- e) BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this BID is submitted as indicated in the Contract Documents.
- f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reposts and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- g) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BIDDER; BIDDER has no questions regarding the work; BIDDER has all information necessary to make a fully informed BID; and 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 BID is submitted.
- h) 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, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

4. Bidder is duly qualified to carry on business in the State of Texas; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the work in accordance with the Bidding Documents; is fully qualified and has experience in performing work of the type as work covered by the Bidding Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which BIDDER bids and complete said work within the time stated for the following base bid price.

TOTAL BASE BID AMOUNT:

\$ _____ DOLLARS/cents

ALTERNATES:

- 1. REUSE EXISTING STONE PORCH FOUNDATIONS \$ _____ DOLLARS/CENTS
- 2. ALTERNATE JAIL BAR MOUNTING \$ _____ DOLLARS/CENTS
- 3. INSTALL INTERIOR DOOR & WINDOW TRIM \$ _____ DOLLARS/CENTS

When changes in the work are ordered other than identified in the proposed base bid and add alternative involving an add or deduct to these prices, and when such work has been approved by the OWNER, in writing, the successful bidder agrees that the Contract Sum shall be adjusted according to the following unit prices.

Unit prices cover the cost of all work and materials in place, complete, per drawing, and specifications and including, but not limited to all labor, materials, equipment, freight, taxes, insurance, overhead, profit, maintenance, and guarantee. All items in the unit price list shall meet all requirements of the plans, details, and written specifications.

NOTE: SOME OF THE ITEMS LISTED MAY NOT BE INCLUDED IN THE BASE BID, CONTRACTOR IS REQUESTED TO PROVIDE ALL UNIT PRICES ALLOWING THE OWNER THE OPTION TO ADD OR DELETE ITEMS.

Please include a proposed schedule for the work.

BID TABLE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>DIVISION 01</u>	GENERAL REQUIREMENTS	\$ _____
DIVISION 02	SITE CONSTRUCTION	\$ _____
DIVISION 03	CONCRETE	\$ _____
DIVISION 04	MASONRY	\$ _____
DIVISION 05	METALS	\$ _____
DIVISION 06	WOOD & PLASTICS	\$ _____
DIVISION 07	THERMAL & MOISTURE PROTECTION	\$ _____
DIVISION 08	DOORS & WINDOWS	\$ _____
DIVISION 09	FINISHES	\$ _____
DIVISION 10	ELECTRICAL	\$ _____

TOTAL PROJECT \$ _____

5. BIDDER agrees to begin work promptly after written NOTICE TO PROCEED is given by OWNER.

ATTEST:

_____ By: _____
(Seal, if bidder is corporation) (Signature)

(Name of Bidder) (Typed or Printed Name)

Title:

Bidder:

(Name of Company)

Address _____

Telephone _____

Fax

Surety Company _____

Address _____

Telephone _____ Fax _____

IFB 2013-B03

GENERAL CONTRACTOR FOR PHASE II RESTORATION FOR THE HISTORIC OLD HAYS COUNTY JAIL

CONTRACT

**STATE OF TEXAS
COUNTY OF HAYS**

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on _____, 20__ award a contract to _____ (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Hays County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR
COUNTY

HAYS

BY: _____ BY _____
AUTHORIZED AGENT COUNTY JUDGE

ATTEST: _____
Liz Q. Gonzalez Hays County Clerk

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County.

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

Conflict of Interest Disclosure

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Hays County
- Businesses and individuals who seek to contract with Hays County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Hays County

The forms for reporting are available at:
www.ethics.state.tx.us/whatsnew/conflictforms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk
712 S Stagecoach Trail
San Marcos, Texas 78666