



**ITB 2022-02TD**  
**Island Metro Transit Bus Shelter Replacement  
Project**

Bids must be received before:

October 20,2022

2:00 p.m. central time

City of South Padre Island

ATTN: City Secretary

4601 Padre Blvd.

South Padre Island, TX 78597

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## INSTRUCTIONS TO BIDDERS

Bids are solicited for **Transit Bus Shelters Installation** with the following definitions, terms and conditions of bidding. This bid contains the City's standard contract terms, conditions and insurance requirements, attached as Exhibit A.

### **A. NOTICE**

Sealed bids are due at **2:00 p.m.** on **October 20,2022** after which time all qualified bids will be opened and publicly read aloud at 4601 Padre Blvd, South Padre Island, Texas 78597. Bids received after the specified deadline will be returned unopened.

**Sealed bids shall be clearly marked with the bid number and title and addressed to the City of South Padre Island – City Secretary. Bids shall be delivered using one of the following:**

<b>Hand-deliver to:</b>	<b>Mail to:</b>	<b>Ship to (FedEx, UPS, DHL):</b>
4601 Padre Blvd	4601 Padre Blvd.	4601 Padre Blvd.
South Padre Island, TX 78597	South Padre Island, TX 78597	South Padre Island, TX 78597

### **B. LOCATION AND DESCRIPTION OF PROJECT**

Island Metro is seeking a construction company to install a total of 17 bus shelters in accordance with the foundation and sidewalk blueprints created for each bus shelter's unique design. These shelter locations have distinctive circumstances and require blueprints to help the selected contractor construct the foundations and ADA accessibility. The Scope of Work- demolish 9 of 17 existing structures and concrete pads, install 17 new concrete pads according to the blueprints attached, and install the shelters. The agency has purchased these shelters, which will need to be assembled by the selected contractor. The contractor will be responsible for assembling/erecting all proposed bus shelter structures and installing them in their respective locations.

### **C. PRE-BID CONFERENCE**

A Pre-Bid Meeting will be held at Island Metro Building, 321 Padre Blvd, City of South Padre Island, Texas at **10:00 a.m.** central time on **October 11, 2022**. This meeting is not mandatory, but attendance is highly recommended.

### **D. COPIES OF BIDDING DOCUMENTS**

A complete set of Bidding and Contract Documents will be made available for no charge on a flash drive (or other electronic means) at:

City of South Padre Island  
City Secretary's Office  
4601 Padre Blvd.  
South Padre Island, TX 78597

Vendors may receive notice of bids from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your bid non-compliant. City of South

Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

**E. BID SECURITY**

A Certified Cashier’s Check or an acceptable Bid Bond in an amount of not less than five (5) percent of the total amount bid, shall accompany each bid proposal.

**F. BONDS**

The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amount of the contract. Bidders may not withdraw their Bid Proposal within 60 calendar days of the bid opening date.

**G. QUESTIONS and INQUIRIES**

The deadline for written questions is **October 11, 2022 at @ 2:00 p.m.** Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Nadia Lopez

Project Manager

[nlopez@samengineering-surveying.com](mailto:nlopez@samengineering-surveying.com)

**H. SCHEDULE OF IMPORTANT DATES**

The tentative schedule for this Solicitation is as follows:

Release ITB to Vendors	09/26/22
Advertisement Dates	09/29/22 -10/06/22
Deadline for Questions and Inquiries 2:00PM CST	10/11/22
ITB Due Date 2:00PM CST	10/20/22
Earliest Award by City	11/2022

**BID TERMS and CONDITIONS**

**A. DEFINITION OF TERMS**

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

**BIDDER** - A contractor who submits a Bid directly to the City.

**BIDDING DOCUMENTS** - the Advertisement, Instructions to Bidders, Bid Terms and Conditions, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).

**CITY OF SOUTH PADRE ISLAND** – Same as City.

**CITY COUNCIL** – The elected officials of the City of South Padre Island, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

**CONTRACT** – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

**CONTRACTOR** – The successful Bidder(s) of this bid request.

**CITY** – The government of the City of South Padre Island, Texas.

**OWNER** – City of South Padre Island.

**SUB-CONTRACTOR** – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

**SUCCESSFUL BIDDER** - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

**SUPPLIER** – Same as Contractor.

## **B. PREBID CONFERENCE**

A Pre-Bid Meeting will be held at Island Metro, 321 Padre Blvd South Padre Island, Texas at 10:00 a.m. central time on October 11 ,2022. This meeting is not mandatory, but attendance is highly recommended.

Representatives of the Owner will be present to discuss the project. Bidders are highly encouraged to attend and participate in the conference. Owner's Representative will transmit to all prospective bidders of record such Addenda as he considers necessary in response to questions arising at the conference.

## **C. GENERAL BID PROVISIONS**

1. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.
2. The term "Owner" as used throughout these documents will mean The City of South Padre Island, Texas.
3. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initialed in ink by the person signing the proposal. Do not use a whiteout or other cover products on mistakes.
4. Formal advertised bids indicate date and time by which the bids must be received at the designated location. Bids received after that time will be returned unopened to the bidder.
5. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
6. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City of South Padre Island in writing. Owner reserves the right to reject any and all bids by reason of this request.
7. In the event there are inconsistencies between the general provisions and other bid terms or conditions contained herein, the former will take precedence.
8. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the City of South Padre Island.
9. All bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.

10. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
11. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified Cashiers Check or Bid Bond (if required) proposal guarantee; 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.
12. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal." Contractor shall provide exactly such items in his bid as described, unless approved pursuant to other provisions provided herein.
13. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.
14. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
15. Contractor must provide audited financial statements, if requested, to the City.
16. Prices in the Bid Proposal shall be presented in the format requested (Unit Price, Lump Sum, etc.)
17. No freight or delivery charges will be accepted unless shown on bid.
18. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of South Padre Island. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
20. The successful bidder agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
21. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
22. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

#### **D. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the

Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

In determining a bidder's qualifications, the following factors will be considered:

1. Work previously completed by the bidder and whether the bidder:
  - a. maintains a permanent place of business,
  - b. has adequate plant and equipment to do the work properly and expeditiously,
  - c. has paid or settled all claims for payment promptly,
  - d. has appropriate technical experience,
  - e. has job references for work of similar size and scope to the project bid herein; and
  - f. satisfactory performance and completion of public, or comparable, projects.
2. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

The General/Sub-Contractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

#### **E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

1. It is the responsibility of each Bidder before submitting a Bid, to:
  - a. examine the Contract Documents thoroughly,
  - b. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
  - c. consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
  - d. study and carefully correlate Bidder's observations with the Contract Documents, and
  - e. notify Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents.
  - f. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.
2. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.
3. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
4. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary

construction facilities or storage of materials and equipment or disposal of spoil are to be provided by Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, Paragraph 35 Permits and Licenses.

5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Contract Documents.

**F. INTERPRETATIONS and ADDENDA**

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarification considered necessary by Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. Questions received less than 48 hours prior to opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

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

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

**G. BID SECURITY**

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of South Padre Island, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract



security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

**H. CONTRACT TIME**

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Standard Form of Agreement. It will be necessary for the Successful Bidder to satisfy the City of the Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

**I. LIQUIDATED DAMAGES**

TIME IS OF THE ESSENCE IN THIS CONTRACT. Failure to meet Substantial or Final Completion dates will result in damages to the city in an amount specified in City's Standard Form of Agreement.

**J. SUBSTITUTE OR "OR EQUAL" ITEMS**

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by Owner's Representative at least five (5) working days prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

**K. BID FORM**

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Any financial amounts written in words will supersede amounts written by numbers in the Bid Form.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.

The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUB-CONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

**L. SUBMISSION OF BIDS**

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be 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.

Each Bidder should, prior to filing his Bid check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

**M. MODIFICATION AND WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by an appropriate document duly executed, in the described 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.

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

**N. OPENING OF BIDS**

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

**O. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

**P. AWARD OF CONTRACT**

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time, or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. 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 Project 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 in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

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, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

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

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in City's Standard Form of Agreement.

**Q. CONTRACT SECURITY**

BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

**R. SIGNING OF AGREEMENT**

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. No later than 15 days of Award, all required Bonds shall be delivered to Owner. A fully executed contract will be presented to Successful Bidder.

**S. PERSONAL INTEREST**

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

**T. DISCLOSURE OF INTERESTED PARTIES**

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

"Interested party" means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership

on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

**CONTRACTOR'S PROPOSAL**

{You should be able to obtain a bid form from the A/E firm with a lump sum or itemized bid proposal forms plus any alternates. Insert here or use the lump sum form below}

- 1. Provide all necessary labor, materials, and supplies for the construction of Island Metro Transit Bus Shelter Improvements
- 2. Ground Water. It shall be the responsibility of the Contractor and/or subcontractors to immediately notify the Owner and Engineer if the presence of groundwater within site is evident.

LUMP SUM \$ \_\_\_\_\_

TOTAL number of calendar days to substantial completion \_\_\_\_\_

BY: \_\_\_\_\_  
*Signature* *Date*

\_\_\_\_\_  
*Printed Name* *Title*

COMPANY: \_\_\_\_\_

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

Phone: \_\_\_\_\_

# CONTRACTOR'S EXPERIENCE and QUALIFICATIONS

Name of Company: \_\_\_\_\_

Company Years in Business: \_\_\_\_\_

**List Municipal Projects  
(Similar Projects in Size and Scope Completed in Last Five Years)**

Project	Municipality	\$ Amount	Type	Date

**Superintendent & Project Manager Information**

Include Superintendent proposed for the project, years of experience as superintendent, project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects

Project Manager	Years Experience	Projects


**References**

**Name 5 projects of similar work, giving owner's name, representative's name, project engineers name, and telephone numbers for each**

**1.**

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# CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Bid Address: \_\_\_\_\_  
                                P.O. Box or Street                                  City                                  State                                  Zip

Remit Address: \_\_\_\_\_  
                                P.O. Box or Street                                  City                                  State                                  Zip

Federal Tax ID No: \_\_\_\_\_

DUNS No: \_\_\_\_\_

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

## GENERAL and SPECIAL CONDITIONS OF AGREEMENT

### A. GENERAL CONDITIONS OF AGREEMENT

The Standard Form of Agreement between Owner and Contractor shall be governing conditions of this contract.

#### 1. STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF SOUTH PADRE ISLAND

- a. CIVIL CONSTRUCTION: These specifications shall be used in conjunction with the City of South Padre Island's Standard Specifications of Water and Sewer Construction and Street Construction and is hereby incorporated by reference and those specifically provided for in Chapter 23 of the Code of Ordinances, City of South Padre Island. All City of South Padre codes and ordinances shall apply.

Any discrepancies between the City standards and these specifications shall be clarified per the instructions in Paragraph 9.0, "INTERPRETATIONS AND ADDENDA" in the instructions to Bidders.

### B. SPECIAL CONDITIONS OF AGREEMENT

1. MEASUREMENTS: All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.
2. QUANTITIES: Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.
3. EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU): Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

<u>Explosion</u>	Applies to blasting operations
<u>Collapse</u>	Applies to excavation and grading work adjacent to structure
<u>Underground</u>	Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by contractors insurance provider. Successful contractor is responsible for assessing depth based on plans and specifications contained herein.

4. TRAFFIC CONTROL. When work is performed in or immediately adjacent to a public street right-of-way, the Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

5. MATERIAL STAGING. Contractor is responsible for identifying and securing a suitable site for the storage of materials and other construction related items unless such a site is specifically identified in the plans.
6. PERMITS. Contractor will be required to get permits pursuant to contract documents; however, city will waive the fees.
7. STORMWATER PERMIT. For construction areas disturbing more than one (1) acre of land, Contractor shall provide a Storm Water Pollution Prevention Plan and all related inspections, rain gages, signage, subsidiary to the contract.
8. SURVEY. The Owner will provide a one-time survey staking of key construction points, bench marks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the City Engineer. Additional construction staking, or replacement staking, will be at the contractor's expense.
9. CONTRACTOR PARKING and BATHROOMS. Unless noted otherwise in the bid documents and plans, the installation of temporary bathroom facilities on the site will not be allowed. Parking for construction related vehicles, worker vehicles, and other equipment may be limited at the construction site. The Contractor should anticipate the need to provide for off-site parking subsidiary to the bid price in the contract.
10. FIELD OFFICES. The Contractor will not be required to maintain a field office at the construction site. In the event that the Contractor wishes to have a temporary project office, approval will be required by the Owner. The cost for the installation of all utilities will be paid by the Contractor.
11. DRAINAGE AND EROSION CONTROLS. The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the construction site. Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from storm water to offsite properties.
12. CONTRACT FORMS, BONDS AND CERTIFICATES. The Standard Form of Agreement bond forms listed below will be made a part of the executed contract documents and are made a part of these specifications:
  - a. PERFORMANCE BOND
  - b. PAYMENT BOND

These forms are not to be filled in by the bidder at the time of submitting his proposal.

**EXHIBIT A  
STANDARD FORM OF AGREEMENT  
CONSTRUCTION SERVICES**

maintenance/performance bonds, release of lien on certain properties, release of temporary easements, contract performance dates, and contract renewals or extensions as necessary.

4. Whenever possible, contracts will be for a timeframe that coincides with the City's fiscal year.

## VII. Transit Department

### Written Protest Procedure

*(This internal process applies only to the Transit Department)*

#### A. Disputes:

Disputes arising in the performance of a contract which are not resolved by agreement of the parties shall be decided in writing by the City of South Padre Island's Legal Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the contractor mails or otherwise furnishes a written appeal to the Legal Department's decision. In connection with any such appeal, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Legal Department shall be binding upon the contractor and the contractor shall abide by the decision.

#### B. Performance During Dispute:

Unless otherwise directed by The City of South Padre Island Transit Department, contractor shall continue performance under this contract while matters in dispute are being resolved.

#### C. Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

#### D. Remedies:

Unless stipulated otherwise, all claims, counterclaims, disputes and other matters in question between the City of South Padre Island Transit Department and the contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of South Padre Island Transit Department is located.

#### E. Rights and Remedies:

I. Purpose:

The purpose of the purchasing procedures is to provide the City staff with a guideline for the procurement of material, services, and equipment. The City of South Padre Island is committed to ensuring that all purchases are in compliance with State and Federal law, the City Charter and City ordinances and policies when procuring the highest quality material and services at the best value for the citizens of South Padre Island. Any City of South Padre Island Department conducting a formal bid should notify the Finance Department and City Secretary to ensure compliance with State law

II. Purchasing Ethics:

No employee or city council member of the City may have any financial interest, directly or indirectly, in any proposed or existing contract, purchase, work, sale or service to, for, with or by the City.

City employees shall spend City funds in an ethical way that avoids any appearance of impropriety. If an employee has a family relationship with a vendor, the employee should not make the choice to use the vendor without the written approval of the City Manager.

III. Delegation of Purchasing Authority: Any purchase made under this section shall comply with the appropriations requirements of the City Charter, including but not limited to Sections 5.06 and 5.07 thereof.

- a. Department Directors have authorized certain City employees to be the purchasing representative for the department. All purchasing request should be sent through the authorized department representative who will work with the Finance Department on certain purchases.
- b. Typically, those with signature authority are department heads, supervisors, and or managers, (anyone in charge of a budget) and Administrative Assistants.
- c. Administrative Assistants are responsible for keeping their Department's signature authorization current.
- d. If you have questions on signature authority contact the City Manager's Office or the Finance Department.

IV. Purchasing Process:

**BASE BID FORM**

**Island Metro Bus Shelter Improvements**

**BASE BID**

<b>Bid Item</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price in Figures</b>	<b>Unit Price in Words</b>	<b>Total Amount Bid</b>
1	MOBILIZATION	LS	1	\$ _____	_____ dollars and _____ cents	\$ _____
2	INSURANCE AND BONDS	LS	1	\$ _____	_____ dollars and _____ cents	\$ _____
3	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ _____	_____ dollars and _____ cents	\$ _____
<i>Port Isabel Shelters</i>						
4	DEMO EXIST CURB	LF	19	\$ _____	_____ dollars and _____ cents	\$ _____
5	DEMO EXIST SIDEWALK	SY	35	\$ _____	_____ dollars and _____ cents	\$ _____
6	DEMO EXIST SHELTER STRUCTURE	EA	7	\$ _____	_____ dollars and _____ cents	\$ _____
7	DEMO EXIST CONC SLAB	SY	85	\$ _____	_____ dollars and _____ cents	\$ _____
8	DEMO EXIST BENCH	EA	8	\$ _____	_____ dollars and _____ cents	\$ _____
9	EXCAVATION	CY	28	\$ _____	_____ dollars and _____ cents	\$ _____

BASE BID FORM

10	EMBANKMENT/FILL	CY	25	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
11	RETAINING WALL STRUCTURE	CY	1	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
12	ACCESSIBLE RAMP	EA	2	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
13	4" CONC SIDEWALK	SY	127	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
14	4" CONC SLAB (FOR 6'X8' SHELTERS)	SY	51	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
15	F/I 6'X8' TRANSIT SHELTER	EA	8	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
16	8" CONC SLAB (FOR 6'X12' SHELTER)	SY	10	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
17	F/I 6'X12' TRANSIT SHELTER	EA	1	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
18	TRAFFIC	LS	1	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
19	SILT FENCE	LF	342	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
20	CURB INLET PROTECTION	LF	30	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	



**BASE BID FORM**

*SOUTH PADRE ISLAND SHELTERS*

21	DEMO EXIST CURB	LF	0	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
22	DEMO EXSITING SIDEWALK	SY	56	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
23	DEMO EXISTING SHELTER STRUCTURE	EA	2	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
24	DEMO EXIST CONC SLAB (FOR STRUCTURE)	SY	19	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
25	DEMO EXIST BENCHES	EA	2	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
26	DEMO EXIST WASTE RECEPTACLE	EA	3	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
27	DEMO EXIST ASPHALT	SY	10	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
28	EXCAVATION	CY	30	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
29	EMBANKMENT/FILL	CY	20	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
30	4" CONC. SIDEWALK	SY	43	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	
31	4" CONC. SLAB (FOR 6'X8' SHELTER)	SY	51	\$ _____	_____	dollars	\$ _____
					and	_____	_____
						cents	

**BASE BID FORM**

32	F/I 6'X8' TRANSIT SHELTER	EA	8	\$ _____	_____	dollars	\$ _____
					and	_____	cents
33	TRAFFIC CONTROL DEVICES	LS	1	\$ _____	_____	dollars	\$ _____
					and	_____	cents
34	SILT FENCE	LF	295	\$ _____	_____	dollars	\$ _____
					and	_____	cents
35	CURB INLET PROTECTION	LF	25	\$ _____	_____	dollars	\$ _____
					and	_____	cents
36	4" STEEL BOLLARD (BOLTED)	EA	9	\$ _____	_____	dollars	\$ _____
					and	_____	cents
37	CONCRETE WASTE RECEPTACLE	EA	1	\$ _____	_____	dollars	\$ _____
					and	_____	cents
<b>BASE BID SUBTOTAL:</b>				_____	_____	dollars	\$ _____
					and	_____	cents

CONTRACTOR: \_\_\_\_\_

BID FORM

SIGNATURE: \_\_\_\_\_

