

# CONTRACTOR'S BID

FOR

## YMCA Natatorium Renovation

### RFP 2023-008

### PID: CIPSP-2023B

**BIDDER'S NAME**

\_\_\_\_\_  
*(PLEASE PRINT CLEARLY)*

#### CHECKLIST OF ITEMS TO BE RETURNED

The following items shall be returned in order for the bid submittal to be considered acceptable:

- |  |  |
|--|--|
| <input type="checkbox"/> Completed Bid Summary Sheet   | <input type="checkbox"/> Bid Security                          |
| <input type="checkbox"/> Completed Unit Price Schedule | <input type="checkbox"/> Acknowledgment of Addenda             |
| <input type="checkbox"/> Completed Bid Form            | <input type="checkbox"/> Completed Bidder's Qualification Form |

**PREPARED FOR:**



1001 Buchanan Dr. Ste 4  
Burnet, Tx 78611

**ADVERTISEMENT FOR COMPETITIVE SEALED BIDS  
RFP 2023-008**

Sealed competitive bids, in envelopes addressed to the City of Burnet, 1001 Buchanan Drive Suite 4, Burnet, Texas 78611, for the **YMCA Natatorium Renovation Project, PID: RFP 2023-008**, in the City of Burnet, Texas, will be received at the above-mentioned address until **11:00 A.M., August 31, 2023**, and then publicly opened and read aloud. Bids will be opened in-person at the location noted above and made available via web through Teams Meeting ID: 271 307 659 038

Submittals will be submitted in sealed envelopes and marked "**YMCA Natatorium Renovation Project**" or submitted electronically to the e-mail below.

The Contract Documents and Specifications are available at the City of Burnet. Questions and requests for additional information shall be sent by email to: [ebelaj@cityofburnet.com](mailto:ebelaj@cityofburnet.com), or via CIVCAST. For this project, all bidders will be **required** to accept Addenda and other pertinent information by email, as well as provide written acknowledgement of Addenda as prescribed in the Instructions to Bidders. **No questions or requests for additional information will be accepted later than 5:00 p.m., August 28, 2023.**

Bid packages will be available on CivCast under ID: CIPSP-2023B, and at the City of Burnet City Hall, located at 1001 Buchanan Drive Suite 4, Burnet, Texas 78611, Monday through Friday, 8:00 a.m. to 5:00 p.m. for viewing only. Project general conditions and standard specifications manual can be found on the City's website at [www.cityofburnet.com](http://www.cityofburnet.com)

An optional pre-bid conference will be held via web on **August 24, 2023**, at 10:00 AM. Teams Meeting ID: 227 039 405 374

Submitters are encouraged to set up appointment to view the site layout.

A bid security of 5% of the bid amount must accompany each bid or proposal. A certified check or bank draft payable to the City of Burnet may be submitted in lieu of the Bid Bond.

After contract is awarded, the contractor will be required to furnish insurance, performance, and payment bonds.

The City of reserves the right to waive any informality that is not detrimental to any other bidder or potential bidder or to reject all bids or to accept the lowest responsible bidder that in the judgment of the City Council will be in the best interest of the City.

No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

City of Burnet, Texas  
Eric Belaj, City Engineer

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Newspaper ad published twice:

**Wednesday June 14<sup>th</sup>, 2023**  
**Wednesday June 21<sup>st</sup>, 2023**

CITY HAS COPY OF AFFIDAVIT OF PUBLICATION.

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If you have any questions, please e-mail Eric Belaj at: [ebelaj@cityofburnet.com](mailto:ebelaj@cityofburnet.com).

## PROPOSAL INSTRUCTIONS

Project supplements to general conditions and standard specifications manual can be found on the City's website at [www.cityofburnet.com](http://www.cityofburnet.com).

### 1. PROJECT

Objective of Request for Competitive Sealed Bids process is to competitively procure services with a qualified contractor whose Proposal provides best value for Owner for the project description below:

*RFP 2023-008: YMCA Natatorium Renovation Project, in the City of Burnet, Texas*

*Base Bid: Enclose Natatorium per design drawings utilizing City Specifications and general construction standards. The construction shall be the City's approved IBC.*

*Contractor is required to submit specifications along with the bond proposal. Specifications can be a simple bullet point list for each trade. Along with specification, the contractor will be required to material selection for owner approval prior to construction.*

*The projects is Lump Sum on a not to exceed basis and consist of new construction along with demolition as necessary to complete the work. Work is required not to create a nuisance to the building users therein and outside area users, thus contractor to take account of temporary construction nuisance measures. Submitters are strongly encouraged to make an appointment with YMCA representative onsite to discuss extended work.*

*Added Bid Alt1: NONE*

### 2. PROPOSAL EVALUATION

Proposals will be received, publicly opened, and names and monetary Proposals of each Offeror read aloud. Subsequently, Proposals will be ranked according to criteria described in this Document. Both cost and non-cost factors will be evaluated according to section 2269 of the TxLGC if the project contract is under \$1.5 Million, otherwise according to section 252 of the local government code.

Complete sets of Bid Documents must be used in preparing Proposals; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bid Documents. Dates, locations, and times of the proposal submittal are outlined in the Advertisement for Proposal.

Owner and Engineer, in making copies of Bid Documents available on above noted terms, do so only for purpose of obtaining Proposals for Work and do not confer a license or grant for any other use.

### 3. SELECTION CRITERIA

Owner will consider several factors in selecting a winning bidder as noted in the section 2269 of the of State of Texas Government Code, or 252.043 if the project cost is over \$1.5 million, and other applicable state codes which allow and will provide best value to Owner. Bids will be evaluated using the following criteria and weighting:

1. Proposed Project Cost: Offeror's Proposed Cost of Performing Work shall be indicated in the Bid or Proposal Form.
2. The reputation of the bidder and of the bidder's goods or services: Provide general information about Organization and a Statement of Qualifications. Include information on Projects on similar which Offeror has had significant involvement in the last five (5) years, or that demonstrate experience with similar Projects. This list is to include name and a current telephone number of references for each of these Project assignments. Offerors are to include a list of current Project assignments for each of individuals proposed, anticipated completion date for this assignment and percentage of time they will have available to devote to this Project.

3. Experience/Qualifications of Sub-Contractor(s): Provide information on Sub-Contractor(s) who are to complete 25% of more of the project in terms of cost, qualifications including information on Projects of similar which Sub-Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects. This list is to include name and a current telephone number of references for each of these assignments. Subcontractor shall name a Superintendent who must be dedicated to this Project full time for duration of Project and may not be changed without written approval by Engineer. In the event that Contractor does not intend to outsource any work over 25%, then the evaluations criteria for the Contractor will be utilized to complete this portion of the evaluation.
4. Other Factors: Owner will consider other factors in evaluating Bids, including but not limited to the following:
  - a. The bidder's past relationship with the municipality.
  - b. Any relevant criteria specifically listed in the request for bids as noted herein.
  - c. Ability to Meet Proposed Time for Construction: Provide information to demonstrate ability of Organization to complete Projects within budget and on time.
  - d. Quality of Work: Demonstrated quality of Work on completed Projects as determined by site visits or discussions with references for Projects. Quality considerations may include appearance of completed Work, amount of warranty or rework required, durability and maintainability of completed Project, and quality of documentation provided.
  - e. Safety: Demonstrated success in implementation of a site safety program.
  - f. Claims Experience and Litigation History: Provide a list all claims or litigation involving construction Projects that have been filed by Offeror or Owner within last five (5) years, or that are currently outstanding.
  - g. Other factors submitted such as Financial Standing, Superintendent Experience, proposals for changes to reduce cost, or any other factors the Contractor submits for consideration.
  - h. For projects over \$1.5MM the municipality will attempt to award project to lowest responsible bidder.

The criteria and weighting for the ranking of Offeror's Proposals is as outlined Below:

<u>Item No.</u>	<u>Evaluation Criteria</u>	<u>Points</u>
1.	Project Cost	40
2.	Contractor Experience	20
3.	Sub-Contractor Experience	20
4.	Other Factors	20
TOTAL		100

In order to determine the Contractors ability to perform the work, the Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of Work as to which identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in General Conditions. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in Work when such data is required to be submitted prior to recommendation of award.

Owner may consider qualifications (Statement of Qualifications) of Offerors and Offeror's subcontractors and consultants, in addition to proposed cost(s) (Proposal Form) when evaluating Proposals to determine which Proposal offers best value to Owner. Owner will rank each of Offeror's Proposals based on criteria and criteria weighting described herein.

Evaluation and ranking of Proposals will be completed no later than 45<sup>th</sup> calendar day from date of Proposal opening. Offerors are requested not to withdraw their Proposals within 60 calendar days from date on which Proposals are opened. Proposal Security of highest-ranking firms will be held by Owner until contract negotiations are finalized.

#### 4. OTHER PROCEDURES

Owner may conduct such investigations as Owner deems necessary to assist in evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish Work in accordance with Contract Documents to Owner's satisfaction within prescribed time.

Owner, at its discretion, may also choose to conduct interviews with top ranking Offerors to provide offerors a better opportunity to demonstrate they can provide best value to Owner for this Project. After bid opening, City staff, or representing committee, will contact the bidder appearing to offer best value for the City, and discuss any possible changes proposed. City staff, or representing committee, will then make recommendation to council for approval.

Failure to participate in the interview may result in disqualification from consideration for project. Should Owner choose to conduct interviews with top ranking Offerors, they will be notified of:

1. Time and place for interview.
2. Interview format and agenda.
3. Individuals that are expected to participate in the interview.

Owner reserves right to adopt most advantageous interpretation of Proposals submitted in case of ambiguity or lack of clearness in stating Proposal Prices, to reject any or all Proposals, and/or waive informalities.

**SECTION 003**

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003 ACKNOWLEDGMENT OF ADDENDA

Acknowledgement of Addenda:

All Addenda must be acknowledged below in the space provided. Alternatively, Addenda may be acknowledged on the outside of the sealed envelope submitted for bid next to the project name. Inclusion of the full text of any Addendum in this bid packet will also constitute the bidder's acknowledgement of that Addendum.

Bidder's Name: \_\_\_\_\_

(Fill in Bidder's Name exactly as it appears on pages 2 and 3 of the Bid Form)

I have received, acknowledge, and accept all of the following Addenda:

ADDENDUM NO.	SIGNATURE

Total Bid Amount in numbers:

Total bid in numbers (as tabulated on the Unit Price Schedule): \$ \_\_\_\_\_

The total bid in numbers above will be used to determine the apparent low bidder. The contract award will be based on bid amounts tabulated and verified by the Engineer.

004 CONFLICT OF INTEREST QUESTIONNAIRE

004.1 INSTRUCTIONS

CONFLICT OF INTEREST  
DISCLOSURE

IMPORTANT NOTICE TO VENDORS AND BIDDERS- NEW STATE LAW

**Beginning January 1, 2006 a new state law (Chapter 176 of the Local Government Code) requires the filing of Conflict of Interest Questionnaires (CIQ) by certain individuals and businesses.**

The questionnaires require disclosures describing certain business and gift giving relationships, if any, the filers may have with Local Government Officers or a member of a governing body of a local government entity.

The new law applies to:

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

A copy of the required reporting form is attached. Form CIQ

As part of the contracting process with governmental entities, Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.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 it with the City's Secretary at 1001 Buchanan Dr. Suite 4, Burnet, Tx 78611.



004.2 CIQ FORM SAMPLE

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

**4** Signature of person doing business with the governmental entity

Date

004.3 FORM TGC 2271.002, 2274.01 and 2274.002

# Certification of No Boycott

## No Boycott Israel

If Contractor/Vendor is a "Company", as that term is defined in Section 808.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2271.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means "refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes". Furthermore, Texas Government Code §808.001 states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2271.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

---

### ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION - No Boycott Israel - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.001 and §2271.001.
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the University.

---

Name

---

Signature

---

Date

# Certification of No Boycott

## No Boycott Energy Company

If Contractor/Vendor is a "Company", as that term is defined in Section 809.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott energy companies and (ii) will not boycott energy companies during the term of Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §809.001(1) states that "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)". Furthermore, Texas Government Code §809.001(2) states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2274.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

---

**ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION – No Boycott Energy Company - FOR THE REASONS CITED BELOW**

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §809.001(2) and §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the University.

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Name

---

Signature

---

Date

# Certification of No Boycott

## No Discrimination against Firearm and Ammunition Industries

If Contractor/Vendor is a "Company", as that term is defined in Section 2274.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §2274.001(3) states that "discriminate against a firearm entity or firearm trade association" means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association". Furthermore, Texas Government Code §2274.001(2) states that the term "Company" means a "a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship."

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

**ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE  
CERTIFICATION –No Discrimination against Firearm and Ammunition Industries-  
FOR THE REASONS CITED BELOW**

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the University.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

005 BID FORM

## BID SHORT FORM

Project name: **MCA Natatorium Renovation Project, PID: RFP 2023-008**

Construction Description: Provide a proposal along with the items laid out in the Scope of Work attached hereto.

We, the undersigned, propose to furnish all materials, labor, and equipment for the completion of this project and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the attached specification. THIS FORM MAY BE COPIED

**TOTAL PROPOSAL PRICE:** \_\_\_\_\_ **per Trade Breakdown below:**

- 1. Framing: \$ \_\_\_\_\_
- 2. Electrical: \$ \_\_\_\_\_
- 3. HVAC: \$ \_\_\_\_\_
- 4. Other: \$ \_\_\_\_\_
- 5. Other: \$ \_\_\_\_\_
- 6. Other: \$ \_\_\_\_\_
- 7. Other: \$ \_\_\_\_\_
- 8. Other: \$ \_\_\_\_\_
- 9. Other: \$ \_\_\_\_\_
- 10. Other: \$ \_\_\_\_\_

By submitting this proposal, the submitter understands that they must enter into an agreement with the City for the award of this contract. The City may enter into a contract that restricts the total contract amount, total contract time, or number of accounts served.

**EXCEPTIONS:** Write here what is expected for the City to provide that a contractor typically does not include:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_



BID PRICE IS GUARANTEED FOR 90 (NINETY) DAYS AFTER BID OPENING BY CITY

MINIMUM BID SPECIFICATIONS BID FORM: Construction of the project title noted above for the City of Burnet.

We, the undersigned, propose to furnish the item listed below and guarantee that if we are awarded the bid, we will furnish the goods in accordance with the attached documents and the City’s Technical Construction Standard Manual.

Authorized Signature Name of Firm: \_\_\_\_\_  
Signature Date

Printed Name of Signee: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
Street No & Suite, City, State, Zip Code

Telephone Number: \_\_\_\_\_, Fax Number: \_\_\_\_\_

All Bids shall be submitted on forms supplied by the City of Burnet (City).

Bid documents shall be submitted via mail. An electronic copy of the bid can be submitted in addition to a hard copy via postal mail addressed to: Burnet City Hall, Office of Kelly Dix, 001 Buchanan Dr, Suite 4, Burnet TX. It is the sole responsibility of the bidder to see that his bid is received on time.

**BIDDERS (SUBMITTERS) QUALIFICATIONS:**

The City of BURNET shall have the right to take such steps as it deems necessary to determine the ability of the bidder, to perform his obligations under the Contract and the bidder shall furnish the City of BURNET all such information and data for this purpose, as the City of BURNET may request it. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Burnet, whereas the bidder is qualified to carry out properly the terms of the contract.

The proposed bids are to include a list of similar projects the firm has completed in the last 5-years as shown in the proposal instructions. That list to include a one sentence description, owner contact name and phone number. Bidders will be required to fill out State of Texas Conflict of Interest Questionnaire and form TGC 2270 and no boycott forms.

**AWARD OF CONTRACT: REJECTION OF BIDS:**

The Contract will be awarded to the responsible bidder submitting the best value evaluated bid complying with the specifications. The award of the Contract will be based upon consideration of not only cost, but also experience with similar projects, references and background search, staffing, equipment, present workload, demonstrated ability to meet schedules, and other criteria as allowed by the Local Government

Code Section 2269. The City of BURNET will give weight to each of the above selected criterion based upon the relative importance of each to this project. The City of Burnet, however, reserves the right to reject any and all bids and to waive any formality in bids received whenever such rejection or waiver is in the City of BURNET's interest. The Bidder to whom the award is made will be notified at the earliest possible. Please see proposal instructions for further guidance. See notice to bidders form for more information.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

The Base Bid of the undersigned bidder based upon the quantities shown and the unit prices bid:

\_\_\_\_\_ Dollars, and \_\_\_\_\_ Cents

(\$ \_\_\_\_\_). All work bid will be substantially completed within 150 calendar days after the issuance of the notice to proceed. All work bid will be totally completed within 180 calendar days.

006 BID BOND

KNOW ALL BY THESE PRESENTS: that the undersigned Principal and Surety are firmly bound to the City of Burnet ("City") in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Now the condition of this bond is this: that, whereas the undersigned principal has submitted to the City a bid to enter into a certain contract whereupon principal undertakes to perform the following-described work of construction, alteration or repair:

Project Title: \_\_\_\_\_

NOW, THEREFORE, if the principal shall, within 30 days following acceptance by the City Council of the City of Burnet of such bid and award by said Council to said principal of said contract, execute and return such further contract documents, together with such bonds and insurance documents as may be required by the terms of the bids accepted, then this obligation shall be null and void, otherwise it shall remain in full force and the amount hereof shall be paid to and retained by the City as liquidated damages for principal's failure to do so.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this the \_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and by these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal: \_\_\_\_\_

By: \_\_\_\_\_

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

Surety: \_\_\_\_\_

By: \_\_\_\_\_

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

*(Attach Power of Attorney)*

007 BIDDER QUALIFICATION FORM

## **Bidder Qualification Form - Construction**

*(Firm must prepare this statement in the form shown)*

The undersigned bidder certifies that the information herein is true, correct, complete and accurate. Elaboration on the following information or additional information deemed to be useful for evaluation of bidder's capabilities or to prevent misleading representations may be attached to this form. With exception to material and equipment suppliers, any subcontractor completing 25% or more of the project in terms of cost, is required to fill out this form.

Date: \_\_\_\_\_ Texas License Number: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Bidder (Legal Name of Firm): \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\_\_\_\_\_ Fax Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

President (or Managing Partner, etc.): \_\_\_\_\_

Dun and Bradstreet Number (if any): \_\_\_\_\_

Years in Business Under Present Name: \_\_\_\_\_

List all other names under which your business has operated in the last 10 years:

\_\_\_\_\_

Work Presently Under Contract (\$): \_\_\_\_\_

Work in place last year (\$): \_\_\_\_\_

Total Bonding Capacity (\$): \_\_\_\_\_

*(Attach a letter from Bonding Co. evidencing bonding capacity)*

Value of Work Presently Bonded (\$): \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Bonding Agent: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Total Staff Employed by Firm *(Break down by Managers and Trades on separate sheet)*: \_\_\_\_\_

Contracting Specialty *(Indicate trades in which bidder performs)*: \_\_\_\_\_

Union Affiliations:     Local             National

Years Performing Work Specialty: \_\_\_\_\_ Percentage of Work Performed by Firm's Own Forces: \_\_\_\_\_

Is the Bidder in compliance with all applicable EEO requirements?  Yes  No  
*(If the answer is no, please attach summary of details on a separate sheet)*

**Bank References**

Address: \_\_\_\_\_ Contact Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Has the firm or predecessor firm been involved in a bankruptcy or reorganization?  Yes  No  
*(If the answer is yes, please attach summary of details on a separate sheet)*

**Relevant Experience**

Bidder should have successfully completed (substantially on-schedule, on-budget) at least three projects of similar size and nature for which they are submitting qualifications. List projects on a separate sheet with the following information on each and attach hereto:

1. Experience:

Project *(Name, Location and Contact)*

Architect *(N/A if not applicable):*

Engineer:

Contract Amount: \$

Date Completed *(Month/Year)*

Scope of Work: \_\_\_\_\_

List below any/all Contract(s) awarded to Bidder which it has failed to complete *(If applicable, attach a separate sheet):*

Project *(Name and Location):* \_\_\_\_\_

Contract with: \_\_\_\_\_

Brief Explanation of Cause and Resolution: \_\_\_\_\_

2. The reputation of the bidder and of the bidder's goods or services:

Provide general information about Organization and a Statement of Qualifications. Include information on Projects on similar which Offeror has had significant involvement in the last five (5) years, or that demonstrate experience with similar Projects.

3. Experience/Qualifications of Sub-Contractor(s):

Provide information on Sub-Contractor(s) who are to complete 25% or more of the project in terms of cost, qualifications including information on Projects of similar which Sub-Contractor(s) has been in charge of in the last five (5) years, or that demonstrate experience with similar Projects.

4. Other Factors:

Owner will consider other factors in evaluating Bids, including but not limited to the items indicated in the proposal instructions.

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Has your company or company's principal(s), under contract as a prime contractor or sub-contractor, performed work with the city?

yes       no

Please Describe if yes: \_\_\_\_\_

If your company or company's principal(s) have performed work for the city as a prime contractor or sub-contractor, were any of those prior contracts subject to liquidated damages?

yes       no

Please Describe if yes: \_\_\_\_\_

List on a sheet attached hereto all judgments, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach to this form Bidder's current Financial Statement (assets/Liabilities), preferably audited.

A bid may be disqualified if the company or company's principal(s) have prior work experience with the city, as a prime consultant or sub-consultant, and the contract for that work was subject to liquidated damages. After the public bid opening, if a bidder does not respond to information requests regarding their statement of qualifications within 3 business days, the bid may be disqualified.

Signature: \_\_\_\_\_

Name (Officer or Partner): \_\_\_\_\_

Title: \_\_\_\_\_

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



**AFFIDAVIT OF AUTHENTICITY**  
*Must be included with Bidder's Qualifications*

STATE OF TEXAS :

COUNTY OF :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, the undersigned officer,  
personally appeared \_\_\_\_\_, who acknowledged her/himself to be the  
\_\_\_\_\_ of \_\_\_\_\_  
*[title]* *[Contractor's full name]*

being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the  
name of the said contractor by her/himself as such \_\_\_\_\_, executed the  
*[title]*  
foregoing instrument for the purposes therein contained by signing her/his name.

STATE OF TEXAS :

COUNTY OF :

Sworn to and subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_.  
*(name of signer)*

\_\_\_\_\_  
Notary Public's Signature

008 CONTRACT

**STANDARD CONSTRUCTION CONTRACT**

**STATE OF TEXAS**

**§**

**§**

**KNOW ALL MEN BY THESE PRESENTS:**

**§**

**COUNTIES OF BURNET**

**THIS CONTRACT** is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF BURNET (hereinafter referred to as “**OWNER**”) and \_\_\_\_\_ (hereinafter referred to as “**CONTRACTOR**”). In consideration of the mutual covenants set forth, the **OWNER** and **CONTRACTOR** agree as follows:

**Article I. Work**

The **CONTRACTOR** shall perform all of the work as specified in the Contract Documents pertaining to this project. The work is generally described as follows:

**YMCA Natatorium Renovation Project**

**ATTACHED ADDENDUM**

Addenda numbers **1** to **1** , inclusive.

Plans and Specification prepared by: The City of Burnet

**CITY OF BURNET**

All extra work shall be performed as specified or indicated in the Contract Documents; and, at the **CONTRACTOR**’s own cost and expense, the **CONTRACTOR** shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services as may be necessary in order to complete the construction, as described above and in accordance with the Contract Documents unless otherwise agreed to by the **OWNER**.

**Article II. Contract Documents**

The Contract Documents may only be altered, amended or modified as provided in the General Conditions. The Contract Documents consist of: this written agreement setting forth the work to be performed; advertisement, if any; instructions to bidders, if any; proposal; addendum; specifications, including the general, special, and technical conditions, provisions, plans, or working drawings; any supplemental changes or agreements pertaining to the work or materials therefore (Change Orders); maintenance, performance and payment bonds; insurance certificate the Construction Standard Specifications as provided for in the contract documents, or if not, then as published by the City of Burnet, as amended, and, any additional documents incorporated by reference. These form the Contract Documents and all are as fully a part of the Contract as if attached to this agreement or repeated herein.

### **Article III. Contract Time**

The CONTRACTOR shall perform and complete all the items or work listed and referred to in the Contract Documents within 180 calendar days. All limitations of time set forth herein are material and are of the essence of this Contract.

### **Article IV. Contract Price**

The OWNER shall pay the CONTRACTOR for completion of the work in accordance with the Contract Documents using current funds. Such payments shall be subject to the General and Special Conditions to the Contract, as contained in the Contract Documents. The Contract is a Unit Price Contract. Should CONTRACTOR need to exceed the price stated herein, CONTRACTOR shall submit a Change Order with proper documentation for written approval by the OWNER. Undertaking any work prior to receiving the approval on a Change Order shall be at CONTRACTOR'S risk and OWNER shall not be required to pay for any work undertaken unless and until such Change Order is approved by the OWNER.

### **Article V. Debts**

The OWNER may, at its option, offset any amounts due and payable under this Contract against and debt (including taxes) lawfully due to OWNER from CONTRACTOR, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to OWNER has been reduced to judgment by a court.

### **Article VI. Miscellaneous Provisions**

The terms used in this Contract shall have the same meaning as designated in the General Provisions of the Standard Specifications aforementioned, as amended. The Contract Documents, which constitute the entire agreement between the OWNER and CONTRACTOR, are listed in Article II. No assignment by either party hereto of any rights under or interests in the Contract Documents will be binding on the other party hereto without the written consent of the party sought to be bound. The OWNER reserves the right to select to build the project herein in whole or in part as needed to meet budget constraints, coordination with other project, or to better align with the needs of the OWNER. The OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives hereto to the covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the OWNER and CONTRACTOR have executed this Contract in duplicate and on the date aforementioned. All portions of the Contract Documents have been signed or identified by the OWNER and CONTRACTOR.

**CONTRACTOR: NAME**

**CITY OF BURNET**

Signature By: \_\_\_\_\_

\_\_\_\_\_  
David Vaughn

Name: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
City Secretary, Kelly Dix

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

1001 Buchanan Dr. Suite 4  
Burnet, Tx 78611

009 REQUEST FOR INFORMATION

Communications concerning this Bid shall be addressed to:

Eric Belaj, PE, CFM  
*City Engineer*  
CITY OF BURNET  
1001 Buchanan Dr. Ste 4  
Burnet, Tx 78611  
[ebelaj@cityofburnet.com](mailto:ebelaj@cityofburnet.com)

010 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

**Performance Bond**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Project Name \_\_\_\_\_

Know All Men By These Presents: That \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and  
State of \_\_\_\_\_, as Principal, and \_\_\_\_\_,  
a solvent company authorized under laws of the State of Texas to act as Surety on bonds for principals, are held and  
firmly bound unto \_\_\_\_\_ (Owner), in the penal sum of

\_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.) for payment  
whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and  
assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which Agreement is hereby referred to and made a part hereof as fully and to  
the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and shall in all respects  
duly and faithfully observe and perform all and singular covenants, conditions and agreements in and by said contract agreed and covenanted  
by Principal to be observed and performed, and according to true intent and meaning of said Agreement hereto annexed, then this obligation  
shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities  
on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation  
on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Name and address of Resident Agent of Surety:  
\_\_\_\_\_  
\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements  
established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.



**Payment Bond**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No.  
Project No.  
Project Name

Know All Men By These Presents: That \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Texas, as  
Principal, and \_\_\_\_\_ a solvent corporation authorized  
under laws of the State of Texas to act as Surety on bonds for principals, are held and firmly bound unto  
\_\_\_\_\_(Owner), and all Subcontractors,  
workers, laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to  
sue upon this bond in the penal sum of \_\_\_\_\_ U.S.  
Dollars (\$ \_\_\_\_\_ U.S.), for payment whereof, well and truly to be made, said  
Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns,  
jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with  
Owner; dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ to which Agreement  
is hereby referred to and made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all  
Subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals  
for subcontracts, work, labor, equipment, supplies and materials done and furnished for the construction  
of improvement of said Agreement, then this obligation shall be and become null and void; otherwise to  
remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government  
Code as amended and all liabilities on bond shall be determined in accordance with provisions of said  
Article to same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall  
not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in  
Contract Time or Contract Sum.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Name and address of the Resident Agent of Surety:  
\_\_\_\_\_  
\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

**Maintenance Bond**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Bond No. \_\_\_\_\_  
Project No. \_\_\_\_\_  
Project Name \_\_\_\_\_

Know All Men By These Presents: That \_\_\_\_\_  
of the City of \_\_\_\_\_, County of \_\_\_\_\_, and  
State of \_\_\_\_\_, as Principal, and \_\_\_\_\_, **a solvent  
company authorized under laws of the State of Texas** to act as Surety on bonds for principals, is licensed and have an office in Texas are  
held and firmly bound unto City of Burnet (Owner or Obligee), in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_ U.S.) for payment  
whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and  
assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

Whereas, the penal sum above is intended to represent ten percent (10%) of the total sum of the contractual obligation to the Owner.

Whereas, the said Principal has completed and the Owner has accepted as being complete in accordance with applicable construction  
documents (this bond shall become effective only after such completion and acceptance) infrastructure improvements (Described as "Work")  
project contractually known as: \_\_\_\_\_

Whereas, the Owner requires that the principal furnish a bond conditioned to guarantee for the period of One (1) years after Owner has  
accepted as being complete in accordance with applicable construction documents, against any defects in workmanship and materials which  
are the responsibility of the Principal.

**Now, therefore, the condition of this obligation is such, that said Principal shall indemnify the Obligee for all loss that the Obligee  
may sustain by reason of defective materials or workmanship which may become apparent before the expiration of the period of One  
(1) year after Owner has accepted as being complete in accordance with applicable construction documents. In the event that  
Principal does not make necessary repairs in a timely manner, then this bond to remain in full effect.**

This obligation does not cover normal wear and tear of materials, misuse by Obligee or third party, failure of Owner to perform owner  
required maintenance, not any defects not addressed and known to Obligee prior to acceptance, nor any defects discovered or occurring after  
the expiration period set above.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities  
on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

Name and address of Resident Agent of Surety:  
\_\_\_\_\_  
\_\_\_\_\_

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements  
established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.