



Invitation for Bids for Roof Replacement for Fire Station # 9 for the City of Brownsville  
FDR-37-0819 June 11, 2019 at 3:00 P.M.

**City of Brownsville  
Purchasing Department  
ADDENDUM # 1**

**Invitation for bids for Roof Replacement for Fire Station # 9 for the  
City of Brownsville  
Date Issued: June 4, 2019**

**ACKNOWLEDGEMENT OF RECEIPT**

**Please fax this page upon receipt**

Please fill in the requested information below as acknowledgment that *you have received the* Addendum noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Mr. Roberto C. Luna, Jr.  
Purchasing Director - City of Brownsville - P.O. Box 911  
City Hall 1001 E. Elizabeth St. 1<sup>ST</sup> FLOOR Suite No. 101  
Brownsville, Texas 78520  
Phone: (956) 548-6087 Fax: (956) 546-2711  
Email: [purchasing@cob.us](mailto:purchasing@cob.us)

Name of Firm: \_\_\_\_\_

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

City, State \_\_\_\_\_ Zip: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

(  ) **YES**, Our Company does have an interest in responding.

(  ) **NO**, Our Company does not have an interest in responding.

Name: (Print) \_\_\_\_\_

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

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

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



**Invitation for Bids for Roof Replacement for Fire Station # 9 for the City of Brownsville**  
**FDR-37-0819** **June 11, 2019 at 3:00 P.M.**

**ADDENDA:** The undersigned hereby acknowledges receipt of the following addenda to the Specifications, all of the provisions and requirements of which Addenda have been taken into consideration in the preparation of the foregoing proposal.

**Clarifications/Additional Information/Changes to the Original bid package:**

**1. APPLICATION FOR PROGRESS PAYMENT**

**14.2** At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. If Payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

**2. CONTRACTOR'S WARRANTY OF TITLE:**

**14.3.** CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

**REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

**14.4** ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application twenty (20) days after the presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.



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**3. House Bill 793**

*Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.*

**4. Bid Contract Documents Submittal Requirements:**

**A. City of Brownsville Invitation for Bids Package – Pages 1 – 44, with Bidder’s Initials**

**B. Contract Documents – ATTACHMENTS: “A” – E**

\_\_\_\_\_  
(Name of Bidder)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print)  
\_\_\_\_\_  
Date

**END OF ADDENDUM # 1**

# Bid Proposal

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CITY OF BROWNSVILLE

INVITATION FOR BIDS

ROOF REPLACEMENT FOR FIRE STATION #9

PROJECT # FDR-37-0819

Place: Roberto C. Luna, Jr.  
Purchasing & Contracting Director  
City of Brownsville  
1001 E. Elizabeth St., Suite 101, 1st Floor  
Ph # 956-548-6087

Due Date: June 11, 2019 - no later than 3:00 PM

Proposal of \_\_\_\_\_ hereinafter called BIDDER, a

corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership

or an individual doing business as \_\_\_\_\_.

To: The City of Brownsville, hereinafter called OWNER.

Gentlemen:

The undersigned BIDDER proposes to furnish all labor, materials, tools, appliances and facilities to perform certain work and services required for the construction, accomplishment and completion in a workmanlike manner, in accordance with the Contract Documents dated **May 6, 2019**, prepared by ROBERTO J. RUIZ ARCHITECT, INC., for the City of Brownsville for:

**ROOF REPLACEMENT FOR FIRE STATION # 9 PROJECT**

**PROJECT # FDR-37-0819**

The undersigned BIDDER, having examined the proposed site, and being familiar with all conditions surrounding the construction Project, including the availability of labor, utilities and materials; that he will furnish all necessary bonds and insurance, machinery, tools, apparatus,

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**CITY OF BROWNSVILLE**

ATTACHMENT "A"

**ROOF REPLACEMENT FOR FIRE STATION # 9**

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and other means of constructions and will do all the work and furnish all materials required of him within the time and in the manner prescribed, and for the prices stated herein.

The undersigned BIDDER further declares that he understands the exact scope of the Project and that he is willing to perform any increase or any decrease in the work in accordance with the provisions of the Contract documents.

**The undersigned BIDDER agrees to furnish all insurance policies of the types and in the amounts specified in the GENERAL INFORMATION, CONDITIONS AND REQUIREMENTS of the Specifications, and furnish Performance and Payment Bonds equal to the amount of the Contract.**

The undersigned BIDDER further agrees to complete the project and achieve Substantial Completion within **ONE HUNDRED TWENTY (120) calendar days** from the Date of Commencement, unless such time is extended by the City of Brownsville and that **Five Hundred and 00/100 Dollars (\$500.00)** per calendar day will be the measure of liquidated damages assessed the undersigned for each calendar day in excess required to complete work under the contract for each portion of the project.

BASE BID: The basis of this BASE BID will be for all work as noted in the Contract Documents dated May 6, 2019. All work under the BASE BID shall be performed by the same General Contractor.

**ROOF REPLACEMENT FOR FIRE STATION # 9**

**PROJECT # FDR-37-0819**

BID PROPOSAL

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**CITY OF BROWNSVILLE**

**ROOF REPLACEMENT FOR FIRE STATION # 9**

**PROJECT # FDR-37-0819**

To perform all the work described in the Contract Documents for the following Lump Sum (which includes any and all applicable taxes and fees):

For the complete ROOF REPLACEMENT FOR FIRE STATION # 9 PROJECT:

**BASE BID:** CONTRACTOR TO BID ALL LABOR AND MATERIAL AS NOTED IN THE CONTRACT DOCUMENTS TO PROVIDE ROOF REPLACEMENT OF FIRE STATION #9 AND RELATED ITEMS:

\_\_\_\_\_ ( \_\_\_\_\_ )  
WRITTEN NUMERICAL

**DEDUCTIVE ALTERNATE BID NO. 1:** CONTRACTOR TO PROVIDE A COMPLETE POWER WASH OF EXTERIOR OF ENTIRE BUILDING USING MILD DETERGENT AND LOW POWER SPRAYER (LABOR AND MATERIALS)

\_\_\_\_\_ ( \_\_\_\_\_ )  
WRITTEN NUMERICAL

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**ROOF REPLACEMENT FOR FIRE STATION # 9**

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**ALLOWANCES:**

Below allowances are to be included in the base bid (as referenced in Specification Section 012100 "Allowances." At project closeout, credit unused amounts remaining in allowances to Owner.

- A. Allowance No. 1 (Contingency Allowance): Allow the sum of Two Thousand Five Hundred and no/100's Dollars (\$2,500.00).
- B. Allowance No. 2 (Quantity Allowance): Allow for the replacement of one (1) roof drain (complete) - labor and material
- C. Allowance No. 3 (Quantity Allowance): Allow 200 pounds of structural steel to be used per Architect's direction.
- D. Allowance No. 4 (Quantity Allowance): Allow the quantity of 200 sf of metal deck replacement (in kind) – ( labor and material) to be used per Architect's direction.
- E. Allowance No. 5 (Quantity Allowance): Allow the sum of One Thousand Five Hundred and no/100's Dollars (\$1,500.00) – for any additional steel required ( as directed by the Architect) for the roof curbs ( this is in addition to what has been specified).

**UNIT PRICES:**

Below unit prices are not to be included in the base bid (as referenced in Specification Section 012200 "Unit Prices"), but must be filled out at time of Bid submittal.

**SCHEDULE OF UNIT PRICES**

- F. Unit Price No. 1: Provide cost to replace one (1) ea. roof drain (complete). In kind replacement (cast iron) to be connected to pipe drain right below roof drain. Roof drain shall be equal or better than the existing. (labor and materials)

\_\_\_\_\_ (\$\_\_\_\_\_)

- G. Unit Price No. 2: Provide cost to replace (1) sf of metal deck (complete). In kind replacement (labor and materials)

\_\_\_\_\_ (\$\_\_\_\_\_)

## ROOF REPLACEMENT FOR FIRE STATION # 9

### PROJECT # FDR-37-0819

#### BID PROPOSAL

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If awarded this Contract, the undersigned will execute a satisfactory construction Contract, performance bond, labor and material payment bond and proof of insurance coverage, with the Owner for the entire work as per the Contract documents within ten (10) days after notice of award.

It is agreed that this proposal is subject to the Owner's acceptance within a period of thirty (30) days from the above date of bid opening.

The undersigned agrees to the following:

- A. To furnish all materials as shown and specified in the Contract Documents.
- B. To start work within 10 days after Notice to Proceed.
- C. The undersigned further agrees to complete the project and achieve substantial completion (as set by the City of Brownsville) within **ONE HUNDRED TWENTY (120) calendar days**, unless such time is extended by the Owner and that liquidated damages in the amount (as set by the City of Brownsville) of **\$500.00** for each calendar day in excess thereof required to substantially complete or achieve 100% completion of the work in the required time under the contract shall be applied.
- D. Contractor is to pay for all fees and apply for permits as required. Contractor must obtain a Building Permit but the City of Brownsville will waive the fee for said permit.
- E. Contractor to include the services of a registered State of Texas Engineer to provide all Texas Department of Insurance windstorm certification services, including registration, inspections, review of submittals and provide the owner with the WPI forms at closing.
- F. Include the services of the Roof Manufacturer's inspector to provide preliminary review, inspections during construction and final closing inspection for issuing the manufacturer's warranty
- G. Contractor has visited the job site and is familiar with all work to be performed under the contract documents. Contractor to verify all existing conditions and has verified all dimensions and quantities based on field conditions.
- H. Contractor to include in Bid all allowances as noted in Specification Section 012100 Allowances.
- I. Contractor to insert all unit prices on Bid Proposal form at time of Bid submission.
- J. Contractor shall reference AIA Document A201-2017 General Conditions which will be incorporated as part of the Owner/Contractor Agreement.



**ROOF REPLACEMENT FOR FIRE STATION # 9**

**PROJECT # FDR-37-0819**

**BID PROPOSAL**

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BIDDER Acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of thirty (30) days after the scheduled closing time for receiving bids.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Bid, BIDDER will execute the formal contract attached within ten (10) days and deliver the Performance and Payment Bonds, the Insurance Certificates, and any other documents as required under the GENERAL CONDITIONS. The Bid security (as required by the City of Brownsville) attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the OWNER in the event the contract, bonds, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby;

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**CITY OF BROWNSVILLE**

ATTACHMENT "D" (Cont'd)

**ROOF REPLACEMENT FOR FIRE STATION # 9**

**PROJECT # FDR-37-0819**

**BID PROPOSAL**

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otherwise the Bid security will be returned upon the signing of the contract and delivering the approved bonds and insurance certificates.

Respectfully submitted,

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Seal affixed here  
if BID is by a  
Corporation

Attest: \_\_\_\_\_

\_\_\_\_\_

# Bid Bond

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City of Brownsville

## ROOF REPLACEMENT FOR FIRE STATION # 9

### PROJECT # FDR-37-0819

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CAMERON   §

THAT WE, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF BROWNSVILLE as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for construction of the **ROOF REPLACEMENT FOR FIRE STATION #9 PROJECT**

### PROJECT # FDR-37-0819

NOW, THEREFORE,

(a) If said BID shall be rejected, or  
(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said BID) and shall furnish payment and performance bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall furnish insurance certificates, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penalty amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed

# **Bid Bond**

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City of Brownsville

**ROOF REPLACEMENT FOR FIRE STATION #9**

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and these presents to be assigned by their proper officers, the day and year first set forth above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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