



**BID DOCUMENTS  
FOR  
CITY OF LAKEWAY**

**STOREFRONT DOORS REPLACEMENT  
LAKEWAY ACTIVITY CENTER**

**CITY OF LAKEWAY  
1102 LOHMANS CROSSING  
LAKEWAY, TX 78734**

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## DEFINED TERMS

Terms used in this Invitation to Bid have meanings indicated below which are applicable to both the singular and plural thereof.

**Addenda** – Additional changes to the Bid documents: changes to Bid documents are not final until/unless they are addressed in a formal written addenda.

**Bid Document** – Those documents that comprise the specifications, Bidder information sheet, attachments, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Bidder** – Person or entity who will submit Bid documents to the City to provide the services as specified in this solicitation.

**City** – The City of Lakeway, Texas.

**Contract** – Formal and legally binding agreement entered into between the City and the winning bidder.

**Contract Document** – Those documents that comprise a contract, conditions of the contract (general, supplementary, and other conditions), pictures, specifications, all addenda, modifications, and changes thereto, together with any other items stipulated as being specifically included.

**Contractor** – The Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

**Project** – Replacement of storefront doors at the City of Lakeway Activity Center, City of Lakeway, Texas.

**Invitation to Bid (Bid)** – Document posted by the City to elicit bids from potential contractors to provide the goods and services as specified in this solicitation.

**Work** – The furnishing of all of the supervision, labor, material, equipment, services, and incidentals necessary to complete any individual item and the entire Contract and the carrying out of any duties and obligations imposed on Contractor by the Contract.

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## INVITATION TO BID

Following is a summary of information for this Project.

The City of Lakeway is requesting bids to procure the services of a qualified Contractor to furnish, deliver, and to install twenty (20) storefront doors and door frames at the City of Lakeway Activity Center. The Contractor must furnish and pay for all materials, labor, transportation, tools, equipment, supervision, insurance, bonds, permits, and any other related incidentals in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

Sealed Bids will be received at the offices of the City Secretary, City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734 until **2:00 p.m. on June 21, 2019**. Any bids received after the closing time will not be accepted for consideration and will be returned unopened.

**A non-mandatory pre-bid conference will be held at 9:00 a.m., Wednesday, June 12<sup>th</sup>, 2019 at the City of Lakeway Activity Center, 105 Cross Creek, Lakeway.**

All bids must be clearly marked on the outside with the following: “Bid for Storefront Doors Replacement at the City of Lakeway Activity Center Project.”

Bid documents may be obtained free of charge at the City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734, by emailing Jo Ann Touchstone, City Secretary, at [joanntouchstone@lakeway-tx.gov](mailto:joanntouchstone@lakeway-tx.gov) or through the City’s website at [www.lakeway-tx.gov](http://www.lakeway-tx.gov).

Questions regarding the Invitation to Bid shall be directed to:

Ruena Victorino  
Purchasing Coordinator  
512-314-7522  
[ruenavictorino@lakeway-tx.gov](mailto:ruenavictorino@lakeway-tx.gov)

Questions regarding this Bid must not be directed to other City of Lakeway council, commission, nor committee members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided to all proponents in writing by email and publication on the City’s website. Questions pertaining to this Bid must be received no later than five (5) calendar days prior to the closing date of the Bid.

## INVITATION TO BID

### STOREFRONT DOOR REPLACEMENTS LAKEWAY ACTIVITY CENTER

#### 1.0 Purpose:

The City of Lakeway is requesting bids to procure services of a qualified Contractor to furnish, deliver, and install twenty (20) aluminum storefront doors at the City of Lakeway Activity Center. The Contractor must furnish and pay for all materials, labor, transportation, tools, equipment, supervision, insurance, bonds, permits, and any other related incidentals in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

#### 2.0 Scope of Work and Specifications:

The Contractor will furnish, deliver, remove, and replace twenty (20) aluminum storefront doors and door frames as described below:

- |        |   |         |                 |
|--------|---|---------|-----------------|
| 2.0.1  | Appendix G.1 – Lobby Front Entrance   | 4 Doors | 3ft. W x 7ft H  |
| 2.0.2  | Appendix G.2 – Lobby Courtyard Entrance   | 4 Doors | 3ft. W x 7ft H  |
| 2.0.3  | Appendix G.3 – Back Entrance  | 4 Doors | 3ft. W x 7ft H  |
| 2.0.4  | Appendix G.4 – Room A   | 2 Doors | 3 ft W x 8ft H  |
| 2.0.5  | Appendix G.5 - Room B   | 2 Doors | 3ft W x 8 ft H  |
| 2.0.6  | Appendix G.6 – Room C   | 2 Doors | 3 ft W x 8 ft H |
| 2.0.7  | Appendix G.7 – Room F   | 2 Doors | 3 ft W x 8ft H  |
| 2.0.8  | Appendix G-8 - The Lobby Front Entrance, Lobby Courtyard Entrance, and Back Entrance (2.0.1, 2.0.2, and 2.0.3) Remove and install new handicap automatic door operators with power supply and must be compliant with the American with Disability Act (ADA). These doors with their mate do not have to require the open lock position; |         |                 |
| 2.0.9  | Appendix G-9 - All doors will have lock-in mechanisms to lock doors into open position;   |         |                 |
| 2.0.10 | All doors will have exterior cylinder locks with push bar automatic locking interior doors;   |         |                 |
| 2.0.11 | All doors will be 3/16” dark gray tempered glass;   |         |                 |

- 2.0.12 All doors must be commercial grade; and
- 2.0.13 Any other standard equipment, hardware, components, and accessories necessary for a complete operating unit, whether specified or not, shall be included.
- 2.1 The Contractor will replace the storefront doors and door frames with the same measurements and specifications equal to the existing doors.
- 2.2 The Contractor shall be responsible for filing for all permits, required waste disposal, etc., along with any cost/fees associated with obtaining and maintain permits for the duration of the contract. All permits must be posted in a conspicuous place on the front of the premises.
- 2.3 The City prohibits ANY products containing asbestos.
- 2.4 The Contractor shall be knowledgeable in the use of OSHA required safety equipment and other necessary tools or equipment of the trade.
- 2.5 The Contractor shall review and comply with all Federal, State, and City regulations regarding specific installations, and abide by any applicable building, safety and health codes related to construction practices or use of equipment.
- 2.6 Contractor will erect suitable barriers and post signs at points of entry to prevent public traffic from entering the work area.
- 2.7 During the installation, materials shall not be placed in areas that may obstruct the ingress or egress of essential doorways or walkways.
- 2.8 Onsite storage, staging area, and office space will not be available to the Contractor.
- 2.9 During the course of the Project, the City's Building and Development Services will make inspections at any time until the Project is completed.
- 2.10 The Contractor shall ensure the doors of the front entrance of the building shall be secured at the end of each day during the Project or provide security service.
- 2.11 The Contractor will provide instructions for the operation of all doors to the Activity Center Manager, or her duly authorized personnel.
- 2.12 Upon completion of the Project, the Contractor, and the Activity Center Manager will do a walk through and final inspection to ensure all doors all fully functional. Doors that do not pass the final inspection shall be re-installed, repaired, or adjusted at no additional cost to the City.
- 2.13 Upon completion of the Project, the Contractor shall submit the forms to the City's Building and Development Services a request for final inspection of the Project.

### **3.0 Pre-Bid Conference:**

3.1 A non-mandatory pre-bid conference and walk through is schedule for all prospective bidders as follows:

Date: June 12th, 2019

Time: 9:00 a.m.

Place: City of Lakeway Activity Center  
105 Cross Creek, Lakeway, Texas 78734

3.2 The purpose of this meeting and walk through is to ensure:

3.2.1 Bidders have a clear understanding of the City's needs and have an opportunity to identify any problems that might hinder or prevent the City from obtaining the service, at a fair and reasonable price.

3.2.2 The Bidder must familiarize themselves and fully understand the extent of the Project. Bidder must take independent measurements and examine the conditions, the character, quality, and quantity of the doors; and the equipment needed to perform the Work. Bidders are responsible for their independent measure. Failure to make a complete examination of the Project will not relieve the successful bidder of their obligation to furnish all doors and labor necessary to carry out the provisions of the Contract. The Bidder will inform the Activity Center Manager immediately of any unforeseen conditions which may affect the Work.

3.2.3 It is assumed that the sum of the bid made by the bidder is based on a thorough knowledge of the conditions and the amount and kind of work to be performed. The Contractor will not make claim for anticipated profits, or loss of profits because of incorrect independent measurements of the Work actually to be done, or of the materials actually delivered. If an error, omission or misstatement is discovered, the Contractor shall not be released of his or her duties in performing the Contract, or affect the price agreed to under the Contract, or excuse the Contractor from any of the obligations or liabilities under the Contract, or entitle them to damages or compensation.

3.2.4. Provided Appendixes: Pictures of the existing doors are provided for informational purpose only.

### **4.0 Installation Technicians:**

Work shall be performed by thoroughly trained and experienced technicians familiar with the installation of the materials and methods specified. There shall be at least one, English speaking person who shall be present at all times during the Project and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirement of this Work, and who shall direct all work performed to ensure quality control of the installation.

**5.0 Work Schedule:**

- 5.1 The City and Contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives.
- 5.2 The Contractor shall provide a work schedule detailing the task and time schedule to perform the installation. The Activity Center Manager will approve the work schedule.
- 5.3 The Activity Center will remain in operation throughout the Project. All Project schedule shall be coordinated with the Activity Center Manager in order to minimize disruption to center operations. The Activity Center Manager will be notified at least forty-eight (48) hours in advance of any modification to the schedule.

**6.0 Warranty:**

- 6.1 Upon completion of the Project and acceptance, the Contractor shall provide a five (5) year warranty agreeing to replace work for any part of the Project that fails due to defective materials or workmanship after the final acceptance of the Project.
- 6.2 Include a copy of the written warranty covering the installation of the doors and frames.
- 6.3 Defective materials or workmanship is deemed to include, but not to be limited to:
  - 6.3.1 Failures in operation of operating components;
  - 6.3.2 Water penetration or noticeable air infiltration;
  - 6.3.3 Deterioration of finish; and
  - 6.3.4 Defects which contribute to unsightly appearance, potential hazards, or untimely failure of door operations as a whole.
- 6.4 The Contractor will be on premises to address warranty claims within 24-hours of notification and schedule repairs to suit the City's schedule.
- 6.5 The Contractor warrants and represents that all parts and/or materials sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation.

**7.0 Completion Date:**

It is the intent of this project to be completed within 30 calendar days after the receipt of the executed agreement. Any extension of the project completion shall be approved by the Director of Parks and Recreation.

**8.0 Copies of Bid Documents:**

- 8.1 Bid Documents may be obtained, free of charge, at the City of Lakeway, 1102 Lohmans Crossing, Lakeway, TX 78734, by emailing Jo Ann Touchstone, City Secretary, at [joanntouchstone@lakeway-tx.gov](mailto:joanntouchstone@lakeway-tx.gov) or through the City's website at [www.lakeway-tx.gov](http://www.lakeway-tx.gov).



- 8.2 Complete sets of Bid Documents must be used in preparing Bids; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 8.3 The City in making copies of Bid Documents available on the above terms does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

**9.0 Bid Preparation:**

- 9.1 The Bid Cost Form shall be used and shall not be taken apart or altered unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Bids submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Bids by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the bid. In case of error in the extension or total, the unit price shall govern.
- 9.2 Bidders are encouraged to carefully review all provisions and attachments of this solicitation prior to completion. Each bid constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the bid and any written clarification of same requested by the City and delivered to the City Secretary will become part of the final bid for services.

**10.0 Examination of Specifications:**

The Bidder is expected to examine carefully the scope of work, technical specifications, any special provisions, and contract forms before submitting a Bid. The submission of a Bid shall be considered conclusive evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract.

**11.0 Interpretations and Addenda:**

All questions about the meaning or intent of the Bid Documents are to be directed to the Purchasing Coordinator. Interpretations or clarifications considered necessary by the Purchasing Coordinator in response to such questions will be issued by Addenda, emailed, or delivered to all parties recorded by the Purchasing Coordinator as having received the Bid Documents. Addenda will also be posted on the City's website. Questions received less than five (5) calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**12.0 Award of Contract:**

- 12.1 Award will be made to the responsive, responsible bidder whose bid on all items, in the City's sole discretion, provides the City with the best value;

- 12.2 In determining the best value for the City, the City may consider:
- 12.2.1 the purchase price;
  - 12.2.2 the reputation of the bidder and of the bidder's goods or services;
  - 12.2.3 the quality of the bidder's goods or services;
  - 12.2.4 the extent to which the goods or services meet the municipality's needs;
  - 12.2.5 the bidder's past relationship with the municipality; and
  - 12.2.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 12.2.7 the total long-term cost to the municipality to acquire the bidder's goods or services;
  - 12.2.8 and, any relevant criteria specifically listed in the request for bids or proposals.
- 12.3 The Parks and Recreation Director reserves the right to increase, decrease or delete the quantity of the items and make an award in accordance with the availability of funds. In the event the quantity of any items is increased, award shall be made at the same unit bid prices and under the same terms and conditions as specified herein. Further, in the event the quantity of any item is changed and award is made in accordance with the availability of funds, any loss of anticipated profits or any expense incurred by the bidder as a result of submitting a bid shall not constitute grounds for equitable adjustment.
- 12.4 The contract may be awarded to one provider for all work, or to several providers for separately identifiable parts, based upon the Bids received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Bidder under consideration and the bid's validity. The contract award, if issued, shall be made by the City Council.
- 12.5 After the City's contract award, the City will provide the Bidder with Contract Documents. After proper contract execution, the Bidder shall return all required documents to the City.

### **13.0 Examination of Contract Documents:**

- 13.1 It is the responsibility of each Bidder, before submitting a Bid, to:
- 13.1.1 Examine thoroughly the Contract Documents and other related data identified in the Bid Documents.
  - 13.1.2 Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work;

13.1.3 Study and carefully correlate Bidder's knowledge and observations with the Contract Documents and other such regulated data; and

13.1.4 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.

#### **14.0 Acceptance:**

Acceptance inspection of the Project with the Parks & Recreation Director and/or the City's authorized designee will be within fourteen (14) calendar days. Bidder shall demonstrate to the City that all doors are fully operational. Should the Project not accepted due to non-compliance with the specifications, the Bidder shall repair any work until the Project is accepted at no additional cost to the City.

The City's Building and Development Services shall conduct the final acceptance after the submittal of a Request for Inspection of the Project is submitted by the Contractor. No payment shall be made until the project has been fully accepted.

#### **15.0 Limitation of Liability:**

The City shall not be liable for any expenses Bidders incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful Bids.

#### **16.0 Submission of Bids:**

Bidder shall complete Appendixes A, B, C, D, and E (D and E only, if applicable) and shall be submitted at the time and place indicated in the advertisement or Bid and shall be enclosed in an opaque, sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and other required documents. If the Bid is sent through the mail or another delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Electronic Bids will not be accepted.

#### **17.0 Opening of Bids:**

Bids will be opened and (unless obviously non-responsive) read publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. The City may hold bids for a period not to exceed sixty (60) calendar days from the bid submittal due date for the purpose of reviewing bids and investigating Bidder qualifications. Bids shall be deemed valid for sixty (60) calendar days from bid opening.

#### **18.0 Modification and Withdrawal of Bids:**

The Bidder may change or withdraw their bid at any time prior to the bid submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted bid shall be accepted and must be submitted as a complete, new bid

superseding and replacing the original bid which will be considered withdrawn. The revised bid shall be addressed in the same manner as the bid and must be received by the City prior to the scheduled bid submittal due date.

#### **19.0 Insurance and Bonds:**

19.1 The Contractor shall provide proof of insurance within seven (7) calendar days of the notice of award. The insurance certificate shall have the City of Lakeway listed as Additional Insured as required in the agreement.

19.2 For public work contracts, awards in excess of \$50,000.00 shall require the Contractor to execute a payment bond and awards in excess of \$100,000.00 shall require the Contractor to execute a performance bond, as required by the agreement. Both bonds shall be the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to the commencement of the Work, pursuant to the provisions of Texas Government Code Chapter 2253. Forms are herein as Appendix D and E.

#### **20.0 Goods:**

Bidder warrants and agrees that all materials and items supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and that performance of goods shall be in accordance with the above laws, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.

#### **21.0 Subcontractors:**

The Contractor may sublet or replace work to subcontractors for any of the work to be performed WITH prior written permission from the City. Subcontractors not approved by the City will not be allowed on the job site. The Contractor will be responsible for all acts of the subcontractor; and will deal only with the Contractor in any matter affects a subcontract. The subcontracting shall not, under any circumstances, relieve the Contractor of the Contractor's obligation and liability under the contract with the City. All persons engaged in performing the work covered by the contract shall be considered as agents of the Contractor. All workers must have sufficient skill and experience to perform properly the work assigned to them. Should the City, in its opinion feels the subcontractor is not careful and competent, and does not perform the work in a proper and skillful manner, the City will provide a written request to immediately remove the subcontractor.

#### **22.0 Clean-up:**

The Contractor shall maintain a clean and safe work area throughout the Project. The Contractor will remove all trash and debris from the job site daily and leave the site in a clean and operable condition. All removed doors, hardware, trash, and debris will be legally disposed at the Contractor's expense. The Contractor **may not** use the City's dumpster at any time.

### **23.0 Treatment of Existing Facilities:**

- 23.1 Contractor shall use necessary procedures, caution, and covering to protect from damaging existing facilities, equipment, and accessories not noted to be replaced or restored. Maintain active utilities traversing the project site in operating condition.
- 23.2 The Contractor shall be responsible for damage to all City equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel, and equipment.
- 23.3 The Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing the Work.
- 23.4 In the event of any damage during the Work, the Contractor shall immediately notify the City, and make all repairs and replacements necessary to the approval of the Director of Parks and Recreation without additional charge to the City.

### **24.0 Familiarity with Laws:**

The Bidders are assumed to have made themselves familiar with all federal and state laws, and all local by-laws, ordinances, and regulations which, in any manner, affect those engaged or employed on the Work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Bidder, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, bylaws, ordinances and regulations notwithstanding its ignorance thereof. If the Bidder shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

### **25.0 Confidentiality:**

The City will use all reasonable efforts to protect any proprietary and confidential information contained in the Contractor's Bid. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure.

### **26.0 Reservation of Rights:**

- 26.1 The City reserves the right, without qualification and at its sole discretion, to accept or reject any or all Bids or to make the award to that respondent, who, in the opinion of the City, will provide the best value to the City. The City reserves the right to reject any Bid, either in entirety or any portion thereof, for failure to meet any criteria set forth in this solicitation.
- 26.2 The City will consider both price and non-price attributes in the evaluation of Bids. The City reserves the right to make an award to other than the lowest price or to the bid representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.
- 26.3 The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Bidders.

- 26.4 The City reserves the right to revise the solicitation requirements. The City reserves the right to revise the requirements during the solicitation process and any such change may reduce or eliminate the scope of this solicitation.
- 26.5 During all stages of this solicitation process, the City reserves the right to request additional information from individual Bidders or to request all Bidders to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Bidder even if the submitted information has not been specifically requested as part of this solicitation.
- 26.6 Those who submit Bids do so without recourse against the City or its members for either rejection of their Bid or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Bidder through contract negotiations and contract execution.

**27.0 Excusable Failure or Delay:**

Neither the Contractor of City be held responsible for the failure or delay in delivery or acceptance of Products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

**28.0 Financial Qualifications of Contractor:**

If requested by the City, Contractor shall be prepared to submit, within five (5) working days of the request, a notarized financial statement, financial data or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

**29.0 Sales and Use Taxes:**

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

**30.0 Bribery Clause:**

Bidder certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

**31.0 Signing of Agreement:**

When the City gives a notice of award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. Within ten (10) days thereafter, the City shall deliver one (1) fully signed copy to Contractor. A sample agreement is attached as Appendix F.

**APPENDIX A**  
**BID COST FORM**  
**STOREFRONT DOORS REPLACEMENTS**

Date: \_\_\_\_\_, 2019

Furnish and pay for all materials, labor, transportation, tools, equipment, supervision, insurance, bonds, permits, and any other related incidentals to install, in place complete in accordance with the contract documents for this solicitation:

Remove and replace storefront doors and door frames:

1.	Lobby Front Entrance , 3ft. W x 7ft H with handicap automatic door operator	4 Doors	\$ _____	\$ _____
2.	Lobby Courtyard Entrance, 3ft. W x 7ft H with handicap automatic door operator	4 Doors	\$ _____	\$ _____
3.	Back Entrance, 3ft. W x 7ft H with handicap automatic door operator	4 Doors	\$ _____	\$ _____
4.	Room A, 3 ft W x 8 ft H	2 Doors	\$ _____	\$ _____
5.	Room B, 3 ft W x 8 ft H	2 Doors	\$ _____	\$ _____
6.	Room C, 3 ft W x 8 ft H	2 Doors	\$ _____	\$ _____
7.	Room F, 3 ft W x 8 ft H	2 Doors	\$ _____	\$ _____
8.	Labor Cost		\$ _____	
	Total sum bid (Items No. 1 – 8 Inclusive)		\$ _____	

Material Cost - Material list provided attached with bid? \_\_\_\_\_ yes \_\_\_\_\_ no

Defective materials or workmanship warranty shall be provided for five (5) years? \_\_\_\_\_yes \_\_\_\_\_ no

Project to be completed in \_\_\_\_\_ calendar days.

Subcontractors Name: (if any) \_\_\_\_\_

**APPENDIX B**  
**BIDDER INFORMATION**

1. This Bidder Information sheet is submitted to the City of Lakeway by:

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Years in business under present name: \_\_\_\_\_

3. Total years of experience: \_\_\_\_\_

4. Contractor License No. \_\_\_\_\_

5. Has your organization competed all prior contracts awarded to you? Yes \_\_\_\_\_ No. \_\_\_\_\_

If no, please provide details: \_\_\_\_\_

6. Is your organization currently in any litigation regarding a project? Yes \_\_\_\_\_ No. \_\_\_\_\_

If yes, please provide details: \_\_\_\_\_

7. Is your organization currently for sale? Yes \_\_\_\_\_ No. \_\_\_\_\_

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

Project Manager \_\_\_\_\_ Email: \_\_\_\_\_

Other; \_\_\_\_\_ Email: \_\_\_\_\_



**APPENDIX C**

**REFERENCES**

List three (3) persons or companies with whom you have performed similar services during the past five years.

**REFERENCE NO. 1:**

Firm: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Services provided: \_\_\_\_\_

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**REFERENCE NO. 2:**

Firm: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Services provided: \_\_\_\_\_

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**REFERENCE NO. 3:**

Firm: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Services provided: \_\_\_\_\_

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**APPENDIX D**

**PAYMENT BOND**

STATE OF TEXAS

Bond No. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Project No. \_\_\_\_\_

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 the City of Lakeway (City), 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 the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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, 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 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 no change in Contract Time or Contract Amount shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety

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

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

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

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

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

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 the City pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

**APPENDIX E**

**PERFORMANCE BOND**

STATE OF TEXAS

Bond No. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Project No. \_\_\_\_\_

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 the City of Lakeway (City), 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 the City, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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, 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 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 no change in Contract Time or Contract Amount shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

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

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

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

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

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 the City pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.