



## INVITATION TO BID

### BID #2010-20 REMODEL AUDITORIUM & FOUNTAIN CENTER

The City of Edinburg, Texas is soliciting sealed separate bids for the above referenced as requested by the Building Maintenance Department. The bid shall be received no later than **3:00 p.m., Monday, November 09, 2009**. Any bid received after the time set for opening will be returned to bidder unopened. Bidder(s) must provide an original and shall be addressed to:

CITY OF EDINBURG  
C/O CITY SECRETARY  
415 W. UNIVERSITY DRIVE  
P.O. BOX 1079  
EDINBURG, TEXAS 78540-1079

**Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.** All bids will be opened and publicly read aloud at the above designated time at the City of Edinburg (New City Hall) Conference Room, 1<sup>st</sup> Floor, located at 415 W. University Drive, Edinburg, Texas. Bids sent via facsimile shall not be accepted.

The City of Edinburg reserves the right to accept or reject bids submitted, waive formalities in bidding, accept the bid deemed most advantageous to the City of Edinburg, and to hold the bids for a period of ninety (90) days without taking action thereon. If you have any questions or require additional information regarding this bid, please contact Mr. Nick Hernandez, Building Maintenance Superintendent at (956) 292-2582.

**If you choose not to submit a bid and would like to remain on the City of Edinburg bidder's list for future bids, you must respond in writing.**

Sincerely,

  
\_\_\_\_\_  
Lorena Fuentes, Purchasing Agent



210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 383-5661 • Fax (956) 383-7111



# INVITATION TO BID

ASSIGNED BID NO.: 2010-20

BID TITLE: Remodel Auditorium and Fountain Center

CLOSED DATE & TIME: Monday, November 09, 2009 @ 3:00pm SPECIFICATIONS ATTACHED XX

DELIVER SEALED BID TO: CITY OF EDINBURG ADDENDUM ONLY \_\_\_\_\_  
C/O CITY SECRETARY  
415 W. UNIVERSITY DRIVE  
P.O. BOX 1079  
EDINBURG, TEXAS 78540

Quotations are requested for furnishing materials or services described below in accordance with terms set forth herein.

| ITEM   | QUANTITY | DESCRIPTION OF GOODS OR SERVICES                         | AMOUNT   |
|--|----------|--|----------|
| 1  | L.S.     | Remodeling of Fountain Center Bathrooms and Kitchen      | \$ _____ |
| 2  | L.S.     | Remodeling of City Auditorium<br>Base Bid (Items # 1-11) | \$ _____ |
|  | L.S.     | Alternate Bid (Items # 1-12)                             | \$ _____ |
| <b>ALTERNATE BID</b>   |          |  |          |
| 1  | L.S.     | Remodeling of Bathrooms and Kitchen for City Auditorium  | \$ _____ |
| <p><b>Note: City Auditorium &amp; Fountain Center must be completed in 60 calendar days after notice to proceed.</b></p>   |          |  |          |
| <p>Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of ninety (90) days without taking action thereon. The City reserves the right to increase or decrease quantities, depending on availability of funds.</p> |          |  |          |

## GENERAL CONDITIONS & INSTRUCTIONS – READ CAREFULLY

1. The bids must be submitted on this form only.
2. The City reserves the right to accept or reject any or all bids, waive formalities, and accept the bid deemed most advantageous to the City.
3. The City reserves the right to award the bid to the lowest responsible bidder.
4. Prices must be itemized.
5. All quotations must be F.O.B. Edinburg and include all costs for delivery and packaging.

Delivery time shall be specified by the bidder. Failure to state a firm delivery date will make an incomplete bid. Delivery time will be one of the determining factors in selecting the best bid. However, if the delivery time is not met when stated, upon notification of the same, the City may allow a ten-day grace period for delivery. If delivery is not met after the ten-day grace period allowed, the City of Edinburg reserves the right to completely cancel order and to revoke and render void the purchase order previously issued for same.

6. In cases of discrepancy between the unit price and the extension, the unit price will be taken.
7. All bids must be signed by an authorized representative.
8. Envelope containing this bid **must** be marked with **Bid No. and Bid Title** from Page 1 and sealed with tape.
9. Bid guarantee (if applicable) must be submitted with bid.
10. Any bid received after the time set for opening will be returned to bidder unopened.
11. This bid tabulation shall constitute a binding contract subject to acceptance by the City.
12. Special reference is made to bid specifications (if attached) for other conditions and instructions.
13. Failure to adhere or comply with the above general conditions and instructions will cause the bid to be rejected.

In compliance with the invitation for bid, and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 90 days from **time of closing**, to furnish any or all of the items or render such services upon which prices are quoted in accordance with the bid specifications applying, and at the price set opposite each item.

For bid inquiries, please call the Purchasing Agent at (956) 388-8204, Extension 8970.

DATE: \_\_\_\_\_

BID PRICE: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

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

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

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

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_

## BOND AND INSURANCE REQUIREMENTS

(A) If the contract amount is over \$25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contractor for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with this section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of \$5,000.00 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

| <b>Minimum Insurance Requirements</b>  |  |
|--|--|
| <b>Type of Coverage</b>  | <b>Limits of Liability</b>   |
| Worker's Compensation  | Statutory Coverage   |
| Comprehensive General Liability<br>(City named as additional insured)<br>Bodily Injury | \$250,000 each person/\$500,000 each occurrence                                      |
| Property Damage  | \$100,000 each occurrence/\$100,000 aggregate<br>or \$500,000 combined single limits |

(E) The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

| <b>Minimum Insurance Requirements</b>                                   |   |
|---|---|
| <b>Type of Coverage</b>   | <b>Limits of Liability</b>  |
| Worker's Compensation   | Statutory Coverage  |
| Employer's Liability  | Bodily Injury by Accident:<br>\$100,000 each accident<br><br>Bodily Injury by Disease:<br>\$100,000 each employee/\$500,000 policy limit    |
| Comprehensive General Liability<br>Bodily Injury<br><br>Property Damage | \$250,000 each person/\$500,000 each occurrence<br><br>\$100,000 each occurrence/\$100,000 aggregate<br>or \$500,000 combined single limits |
| Comprehensive Auto Liability<br>Bodily Injury<br><br>Property Damage    | \$100,000 each person/\$500,000 each occurrence<br><br>\$100,000 each occurrence/\$100,000 aggregate<br>or \$500,000 combined single limits |
| City's Protective Liability<br>Bodily Injury<br><br>Property Damage     | \$250,000 each person/\$500,000 each occurrence<br><br>\$100,000 each occurrence/\$100,000 aggregate<br>or \$500,000 combined single limits |

**City of Edinburg**  
**Specifications for Re-Model of Bathroom and Kitchen at the Fountain Center and**  
**City Auditorium Remodel**

1. Contractor shall provide all labor, materials, and equipment necessary to complete the job.
2. Contractor shall be responsible for the cleaning and disposal of all debris from the job site on a daily basis at a designated dumpsite at the contractor's expense.
3. Contractor shall be held liable for any damages during the course of construction.
4. All areas, which fail to meet specifications, are required to be placed in compliance at no additional cost to the city.
5. A site visit of the project must be conducted prior to submitting the Bid. To schedule an appointment please call Building Maintenance Superintendent at (956) 292-2049 or (956) 605-9311.
6. Contractor shall meet all city minimum requirements.

**FOUNTAIN CENTER BATHROOMS**

1. Paint bathroom latex paint color to be chosen by owner.
2. All electrical work will be done In-House.
3. Two 120-volt tank less water heaters.
4. Ceramic tile on floor shall be 12" x 12" x 1/8 thick and on wall 2" x 2" tile 4 feet high. Grout needs to be sealed. Colors are to be chosen by owner.
5. Two doors need to be replaced, door closer and hardware. (1) Door 30" x 79 1/2", (1) Doors 80" x 35". Doors must be Solid Core. Doors shall be varnished and stained. Colors are to be chosen by owner.
6. (2) Glass mirrors (1) 6ft x 30" and (1) 8ft x 30".
7. Construct (1) counter tops (1) 8ft x 25". Counter top shall be granite tops. All plumbing below counter needs to be covered as part of counter.
8. (5) Power flush elongated bowl with tank, color white. (2) ADA wall hung lavatory, color white.
9. (2) Kohler Urinal Model # K-4960-ET or equivalent color white. Features: Vitreous china, washout, 3/4" Top Spud, 0.5 GPF (1.891PF) to 1 GPF (3.78 1PF) and 14" (35.6 cm) Extended Rim ADA when Rim is mounted no higher than 17" (43.2 cm) from finish floor. Description: 3/4 Top Spud Urinal.

10. (3) Kohler Self-Rimming Lavatory Model # K-2831-1 Single-Hole Self-Rimming Lavatory or equivalent, color white. Specification: Self-Rimming, Kohler Cast Iron, without overflow, 8" (20.3cm) centers (-8) 4" (10.2cm) Centers (-4) or Single-Hole (-1), 22-5/8" (57.5cm) x 17-1/4" (43.8cm) ADA Approved.
11. (5) Moen Model # 8301 Faucet Deck-Mount (4"Center) Non-Mixing Battery Powered Electronic Faucet or equivalent.  
 Faucet Description: Solid brass body with chrome plated or Life Shine polish brass finish, Elegant styling, 4" center set. Operation: Adjustable Infrared Sensor (Range turn off delay and obstruction delay), temperature controlled by mixing valve or mixing tee (optional), Battery Powered (AC Optional). Flow: Supplied with Vandal Resistant 0.5 GPM, (1.9 L / min) Aerator (with key). Values: In-Line Filter included, slow Clore Solenoid Valve. Warranty: Warranted (1) year for electronic components and (5) years for all other components against material or manufacturer defects.
12. Commercial Plastic Seats: Brand Church Model # 295C or equivalent, Elongated seat open front less cover, solid plastic, Posturepedic contour design and Concealed 300 Series stainless steel check hinges.

**Bathroom Partitions: Solid Surface Compartment Systems are elegant and durable. Constructed of truly renewable materials allowing easy on – site repair. Impervious to water, moisture and heat. Class A fire rating. Construction Features: Overhead braced or floor to ceiling construction. Heavy duty three or four surface mounted cast stainless steel hinges. 3/4" (19mm) door and stile thickness, and 1/2" (12mm) panel thickness. Optional Features: Heavy duty cast chrome-plated brass on non-ferrous Zamac hardware. 3/4" (19mm) panel thickness. Continuous stainless steel wall brackets and hinges. 1/8" (2.7 mm) solid surface veneer available bonded to particleboard, plywood or MDF substrate.**

**All construction must meet ADA Compliance and City Code.**

**FOUNTAIN CENTER KITCHEN AREA**

1. **Replacement of existing flooring VTC to be use in kitchen area (commercial grade).**
2. **(1) Sink, 2 compartments, 18 Gauge L-Kay stainless steel or equivalent with two handle commercial faucet.**
3. **(1) Replace one door 80"x 35" solid core with commercial doorknob.**
4. **Counter top shall be granite.**
5. **Plywood for cabinets shall be Burch. Cabinets shall be stained and varnished, color chose by owner.**
6. **Hardware for cabinets chosen by owner.**
7. **Walls painted Pro Mar ALCYD Semi- Glass or equivalent.**

**All construction must meet ADA Compliance and City Code.**

**CITY AUDITORIUM**

1. **Replace glass panels if needed and window frames wood that is deteriorated, caulk window panel with NPI Caulk as needed.**
2. **Exterior and interior doors: Prep doors, paint to be used- Pro Mar 400 ALKYD Semi-Gloss or equivalent.**
3. **Window Frames, interior and exterior: Remove old paint seal and caulk latex Semi- Gloss paint B31W4400 series or Equivalent to be used.**
4. **Interior walls and ceiling: Repair damage walls and ceiling as needed. Removal of old paint by sanding, scraping or other means, paint to be used ALKYD Semi- Gloss B34W400 Series or equivalent.**
5. **Hand Rails Interior and Exterior: Remove old paint if necessary, paint to be used ALKYD Semi-Gloss B34W 400 Series or Equivalent.**
6. **Paint colors to be chosen by owner.**
7. **Remove and install new VTC Flooring colors to be chosen by owner.**
8. **Front Entrance: (2) Counter top remove Formica and replace with granite top. Repair counters as necessary.**
9. **Refurbish stage flooring**
10. **Paint all stairways w/ ALKYD Semi-Gloss paint.**
11. **Carpet, removal and replacement of carpet including stairways with 30 oz. carpet commercial grade level loop.**
12. **Alternative Bid, re-modify hand rails and customize with wood molding.**

**All construction must meet ADA Compliance and City Code.**

**ALTERNATIVE BID - REMODEL OF BATHROOMS & KITCHEN IN AUDITORIUM**

1. Contractor shall provide all labor, materials, and equipment necessary to complete the job.
2. Contractor shall be responsible for the cleaning and disposal of all debris from the job site on a daily basis at a designated dumpsite at the contractor's expense.
3. Contractor shall be held liable for any damages during the course of construction.
4. All areas, which fail to meet specifications, are required to be placed in compliance at no additional cost to the city.
5. A site visit of the project must be conducted prior to submitting the Bid. To schedule an appointment please call Building Maintenance Superintendent at (956) 292-2049 or (956) 605-9311.
6. Contractor shall meet all city minimum requirements.
7. Construct (1) counter top 9' x 2' and (1) 11' x 2'. Counter top shall be granite tops with mirrors. All plumbing below counter needs to be counted as part of counter meeting ADA.
8. (6) Moen Model # 8301 Faucet Deck-Mount (4"Center) Non-Mixing Battery Powered Electronic Faucet or equivalent.  
 Faucet Description: Solid brass body with chrome plated or Life Shine polish brass finish, Elegant styling, 4" center set. Operation: Adjustable Infrared Sensor (Range turn off delay and obstruction delay), temperature controlled by mixing valve or mixing tee (optional), Battery Powered (AC Optional). Flow: Supplied with Vandal Resistant 0.5 GPM, (1.9 L / min) Aerator (with key). Values: In-Line Filter included, slow Clore Solenoid Valve. Warranty: Warranted (1) year for electronic components and (5) years for all other components against material or manufacturer defects.
9. (6) Kohler Self-Rimming Lavatory Model # K-2831-1 Single-Hole Self-Rimming Lavatory or equivalent, color white. Specification: Self-Rimming, Kohler Cast Iron, without overflow, 8" (20.3cm) centers (-8) 4" (10.2cm) Centers (-4) or Single-Hole (-1), 22-5/8" (57.5cm) x 17-1/4" (43.8cm) ADA Approved.
10. (8) Kohler Model #K-4330 or equivalent elongated bowl toilets, white. Features: 1 1/2" top spud, vitreous china, elongated bowl, Wall - Mount, 1.6 GPF (61pF), ADA Compliant when installed at required height of 17" - 9" from floor to top of seat, with bedpan lugs (-1), Siphon Jet color white.

Moen Commercial or equivalent 1 1/2" Battery Powered Exposed Style Closet Flush Valve Model # 8310 or equivalent. Product Description: Brass construction with chrome plated finish, 1" IPS Supply, 1 1/2" Top Spud. Operation: Adjustable sensor eyes, battery powered (4) standard AA batteries included, average battery life 250,000 cycles, Self-Diagnostic Electronic, Piston Flushing Mechanism, self cleaning filter system and low battery indicator light. Flow: Operating Pressures 10 to 125 PSI, 1.6 GPF (Gallons per Flush), 24-hour sentinel flush and manual override button. Valve: 1" IPS Angle Stop (Vandal Resistant), Adjustable installation (left or right connections). Warranty: For five years against material or manufacturer defects.

11. (8) Commercial Plastic Seats: Brand Church Model # 295C or equivalent, Elongated seat open front less cover, solid plastic, Posturepedic contour design and Concealed 300 Series stainless steel check hinges.
12. (8) Wall Closet Support System: Brand Zurn Model # Z-1212 or equivalent: Dura-Coated Cast Iron Wall Closet Support System, complete with adjustable faceplate rigidly mount on reversible foot support, ABS Coupling with Integral Test Cap, fixture, bolts, trim, stud, protectors and bonded "Neo-Seal" Gasket.
13. (3) Kohler Urinal Model # K-4960-ET or equivalent color white. Features: Vitreous china, washout, ¾" Top Spud, 0.5 GPF (1.891PF) to 1 GPF (3.78 1PF) and 14" (35.6 cm) Extended Rim ADA when Rim is mounted no higher than 17" (43.2 cm) from finish floor. Description: ¾ Top Spud Urinal. With battery operated sensors. (1 urinal must meet ADA)
14. Construct (1) kitchen counter 14' x 2' counter top shall be granite finish and cabinet shall be prime and painted. (1) stainless steel sink, two compartments deep, 18 gauge L-Kay or equivalent.
15. Bathroom and Urinal Partitions: Solid Surface Compartment Systems are elegant and durable. Constructed of truly renewable materials allowing easy on – site repair. Impervious to water, moisture and heat. Class A fire rating. Construction Features: Overhead braced or floor to ceiling construction. Heavy duty three or four surface mounted cast stainless steel hinges. ¾" (19mm) door and stile thickness, and ½" (12mm) panel thickness. Optional Features: Heavy duty cast chrome-plated brass on non-ferrous Zamac hardware. ¾" (19mm) panel thickness. Continuous stainless steel wall brackets and hinges. 1/8" (2.7 mm) solid surface veneer available bonded to particleboard, plywood or MDF substrate.
16. Removal of existing floor tile and wall tile, insulation ceramic tile on floor shall be 12" x 12" x 1/8 thick and on wall 2" x 2" tile 4 feet high. Grout needs to be sealed. Colors are to be chosen by owner.
17. Removal of vinyl flooring and insulation of new VTC commercial vinyl flooring in kitchen area.
18. (2) 240 volt tank less water heaters one for women and one for men's bathrooms.
19. All electrical work will be done in house.
20. (2) Doors need to be replaced with frame, door closer and hardware. Doors must be Solid Core. Doors shall be varnished and stained.
21. Interior painting of bathrooms and kitchen area, any damage on walls shall be repaired.
22. All colors of fixtures, flooring, and painting will be chosen by owner.

All work must meet City Code and ADA Compliance.