



**City of Clarksville
800 W. Main Street
Clarksville, TX 75426**

Invitation to Bid

**ANNUAL REQUIREMENTS
FOR
2020 FRONT FOYER RENOVATION**

**CITY OF CLARKSVILLE
TABLE OF CONTENTS**

INVITATION FOR BIDS – 2020 FRONT FOYER RENOVATION

Document	Page No.
Invitation for Bid Description	3
General Conditions	5
Bidder's Certification	9
Specifications for 2020 FRONT FOYER RENOVATION	10
Exhibit A	11
Contractor References	12
Required Documents Checklist	13



INVITATION TO BID - 2020 FRONT FOYER RENOVATION

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding on the enclosed referenced **FRONT FOYER RENOVATION** by the City of Clarksville.

Questions may be addressed to the Administration Department at the address listed below. The sealed bids are due by **3:00 p.m. on Monday, December 14, 2020** at the following address:

City of Clarksville – City Secretary
800 W. Main Street
Clarksville, TX
903-427-3834 Ext. 255
citysecretary@suddenlinkmail.com

Bids may be submitted by mail or hand delivery to the following address:

City of Clarksville – City Secretary
Bid for 2020 FRONT FOYER RENOVATION
800 W. Main Street
Clarksville, TX 75426

The award is intended to be included for consideration on the **December 17, 2020** Regular City Council meeting at **6:00 p.m.**

Each bid delivered to the City shall be sealed and marked "2020 FRONT FOYER RENOVATION" on the exterior of the bid. No email or faxed bids will be accepted. Each bid shall be **manually signed and dated by a person having the authority to bind the firm in a contract. Bids that are not signed and dated will be rejected.**

Please note that all bids **must be received at the designated location as shown**. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable. The sealed bids are due by **3:00 p.m. on Monday, December 14, 2020**. **The sealed bids will be opened and tabulated at 3:30 p.m. same date and place.**

The City of Clarksville will receive sealed bids for: **2020 FRONT FOYER RENOVATION.**

IT IS UNDERSTOOD that the City Council of the City of Clarksville reserves the right to reject any or all bids for any or all products and/or services covered in this invitation for bids and to waive any informalities or defects in such bids.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City of Clarksville's City Manager should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and conditions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Clarksville's interpretation shall govern.

[Rest of Page Intentionally Left Blank]

CITY OF CLARKSVILLE GENERAL CONDITIONS

FUNDING: Funds for payment have been provided through the City of Clarksville budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City of Clarksville Administration Department after submission deadline will be considered void and unacceptable. The City of Clarksville is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Administration Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the Contractor without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Contractor so agrees upon submittal of their bid.

SALES TAX: The City of Clarksville is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Contractor shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale and shall be responsible to report and pay such taxes in a timely manner.

BID AWARD: The City of Clarksville reserves the right to make an award that is in the best interest of the City. Purchase price will not be the only consideration in making the award. Contractors will be evaluated on the basis of purchase price, the reputation of the Contractor and of the Contractor's goods or services, the quality of the Contractor's goods or services, the Contractor's past relationship with the City of Clarksville, the total long-term cost to the City of Clarksville to acquire the Contractor's goods or services and any relevant criteria specifically listed within this request for bids. In addition, Contractors must not be in arrears in the payment of taxes or other liabilities due the City of Clarksville at the time of bid submittal.

CONTRACT: This bid, when properly accepted by the City of Clarksville, shall become part of a Contract equally binding between the successful Contractor and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

CHANGE ORDERS: No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made in writing by the City Manager.

DELIVERY TIME: Successful Contractor shall notify the City Manager, or designee, immediately if the construction schedule cannot be met. If delay is foreseen, successful Contractor(s) shall give written or verbal notice to the City Manager, or designee. The City has the right to extend delivery time if reason appears valid. Successful Contractor(s) must keep the City Manager, or designee, advised at all times of the construction status.

CONFLICT OF INTEREST: No public official shall have an interest in this Contract, except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171 requiring the filing of an affidavit and abstaining from voting or discussion on such award.

DISCLOSURE OF CERTAIN RELATIONSHIPS Effective January 1, 2008 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Clarksville 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The forms required to comply with Chapter 176 are available at <http://www.ethics.state.tx.us/forms.CIS.pdf>.

ETHICS: The Contractor shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Clarksville. Contractor shall maintain an up to date 1295 Form with the Texas Ethics Commission naming the city as the governmental agency.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this Invitation for Bid will be considered for award. Contractors taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Contractor has not taken exceptions and shall hold the Contractor responsible to perform in strict accordance with the Specifications of the ITB. The City of Clarksville reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Clarksville City Manager's Office. Addenda will be available on the city's website.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of service(s).

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE CONTRACTORS: A prospective Contractor must affirmatively demonstrate Contractor's responsibility. A prospective Contractor must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or bid delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

CONTRACTOR SHALL PROVIDE with this bid response, all documentation required by this Invitation for Bid; as well as an up-to-date vendor packet complete with the W9 filed with the city. Failure to provide this information may result in rejection of bid.

SUCCESSFUL CONTRACTOR SHALL defend, indemnify and save harmless the City of Clarksville and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Contractor, or of any agent, employee, subcontractor or Contractor in the execution of, or performance under, any Contract which may result from bid award. Successful Contractor indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Contractor shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, **Contractor shall obtain and file with the City Manager a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the City of Clarksville as an additional insured on the required coverage.**

WAGES: Successful Contractor shall pay or cause to be paid, without cost or expense to the City of Clarksville, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This Contract shall remain in effect until Contract expires including renewals, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Contractor must state therein the reasons for such cancellation. The City of Clarksville reserves the right to award canceled Contract to next lowest and best Contractor as it deems to be in the best interest of the City of Clarksville.

TERMINATION FOR DEFAULT: The City of Clarksville reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Clarksville reserves the right to terminate the Contract immediately in the event the successful Contractor fails to:

1. Meet schedules; and
2. Otherwise perform in accordance with the Specifications and Conditions in the Invitation to Bid.

Contractor, in submitting this bid, agrees that the City of Clarksville shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

NOTICE: Any notice provided by this bid (or required by law) to be given to the successful Contractor by the City of Clarksville shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Clarksville, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

CONTRACT ADMINISTRATOR: Under this Contract, the City of Clarksville may appoint a Contract Administrator with designated responsibility to ensure compliance with Contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as

liaison between the City of Clarksville City Manager and the successful Contractor.

INVOICES shall show: (a) name and address of successful Contractor, (b) itemized cost for work performed and hand-delivered or mailed to the City of Clarksville, Attn: City Manager 800 W. Main Street, Clarksville, Texas, 75426. All unpaid invoices **MUST** be submitted within fifteen (15) days of the completion of the project for work performed.

PAYMENT will be made on a NET 30 basis with confirmation of the passing of all inspections and work completion by the Contract Administrator or City Manager.

REMEDIES: The successful Contractor and the City of Clarksville agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code, as applicable.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Clarksville.

ASSIGNMENT: The successful Contractor(s) shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Clarksville.

INSURANCE policy to be furnished by successful Contractor(s) shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Clarksville by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this Invitation for Bid and Specifications should be directed to the City Manager at 903-427-3834 Ext. 261.

BIDDERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation for Bid. I also understand that if this bid is accepted by the City of Clarksville that all of the terms and conditions, specifications, and requirements submitted in my bid and any additions, changes, or deletions made during negotiations will be made a part of this bid under a binding contract between my company and the City of Clarksville, Texas. I also certify that this bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

- _____ Corporation (The bid MUST be signed by an Officer of the company)
- _____ Partnership (The bid MUST be signed by a General Partner)
- _____ Joint Venture (The bid MUST be signed by an Officer of the company)
- _____ Sole Proprietor (The bid MUST be signed by the Owner)

Company Name: _____

Address of Principal Place of Business:

Mailing Address (if different):

Phone: _____

Fax: _____

Email: _____

Authorized Representative: _____

Signature: _____

Date: _____

Acknowledgement of Addenda (if any) : #1 _____ #2 _____ #3 _____

SPECIFICATIONS FOR 2020 FRONT FOYER RENOVATION:

DEMOLITION:

- A. Remove outside front door and wall
- B. Remove existing Utility Billing Window
- C. Remove existing Court Clerk Window
- D. Replace employee door and add a Keyless entry
- E. Work related debris and all litter to be properly removed from the area prior to the completion of the project

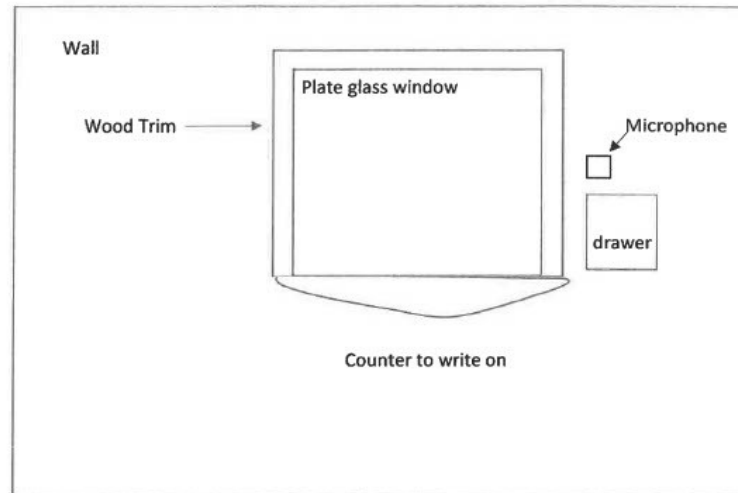
INSTALL:

- A. Automatic Sliding glass front door and any other necessary glass/wood to enclose the area
- B. Glass teller style window with microphone system and sliding drawer for the Utility Billing Clerk and the Court Clerk
- C. Repair all existing interior walls as needed to ensure completion of the construction and
- D. Install electrical outlets on each inside wall
- E. Install a writing counter at each window to allow for customers the ability to write on papers as necessary
- F. Texture and Paint all walls in a color to be determined by the City Manager
- G. Repair Floor as needed to match existing floor
- H. Work related debris and all litter to be properly removed from the area prior to the completion of the project.

****This project may require the expansion of the foyer. This can be decided upon during the bidding process.****

Exhibit A

Foyer / Front Office Renovation



Replace the current window with a solid window. Add a microphone system to communicate with a sliding drawer that the clerk can push open to the outside for residents to deposit their water bills. The clerk would then slide the drawer closed retrieve the payments and then place any change into the drawer sliding it out to the resident to receive the change. This will stop the air flow into her face as people enter the building.

Contractor References

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: _____

Address: _____

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Required Documents for Bid Submittal

Document Description	Confirm each item included with Bid Submittal (X)
Bidders Certification (Page 9)	
Certificate of Liability Insurance	
Completed Contractor Reference Sheet (Page 12)	
Signed Contract (two original copies) Pages 14-18	
Completed Vendor Packet, with Conflict of Interest Questionnaire	

[Rest of Page Intentionally Left Blank]

800 W. Main Street
Clarksville, TX 75426



Main: 903-427-3834
www.clarksvilletx.com

GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Clarksville, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms Contractor:

Description of Services: Adding three bays to the existing Fire Department Station

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right

to modify any amount due to the contractor presented by invoice to the City, if necessary, to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

(1) **City Termination for Convenience.** Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) **Termination for Default.** Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

(3) **Multi-Year Contracts and Funding.** If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law,

or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

- E. **Liens.** Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

- F. **Confidentiality.** Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

- G. **Tax Exemption.** The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

- H. **Assignment.** The Contractor shall not assign this Contract without the prior written consent of the City.

- I. **Law, Venue and Limitations.** This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Tarrant County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).

- J. **Sovereign Immunity.** Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.

- K. **Entire Contract.** This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- L. **Independent Contractor.** Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

- M. **Dispute Resolution Procedures.** The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay on behalf of the mediator's fees.

- N. **Severability.** If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties. III. Special Terms or Conditions.

III. **Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- a. Contractor's Additional Contract Document: 1. Insurance Certificate
- b. City's Additional Contract Documents:
 - i. Technical Specifications and Bid Documents
 - ii. Policy for Bidding Projects V. Signatures.

By signing below, the parties agree to the terms of this Contract:

CITY OF CLARKSVILLE:

CONTRACTOR:

Julie Arrington, City Manager

Title: _____

Date

Date

Attest: City Secretary

INSURANCE REQUIREMENT

Prior to the commencement of any work under this Agreement, Contractor shall purchase and maintain throughout the term of the Agreement, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless City from all damages which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

- a. Commercial Liability Insurance: seventy-five thousand and no/100 Dollars (\$75,000.00) combined single limit per occurrence or its equivalent with a one hundred thousand and no/100 Dollars (\$100,000.00) aggregate for bodily injury, personal injury, and property damage.
- b. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas.

The general liability provisions in the liability policies are to contain, or be endorsed to contain, the following provisions:

- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
- Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City.