REQUEST FOR PROPOSAL
CONSTRUCTION OF NEW BUILDING AND REMODEL OF EXISTING BUILDING
HERMAN BROWN LIBRARY
"17-620-01"

INTRODUCTION:

It is the intent of this Request for Proposal to solicit competitive sealed proposals for selection of a contractor to construct a new building shell and interior improvements of approximately 1400 square feet and remodel of existing 1400 square feet including south façade located at 110 South Washington Street, Burnet, Texas, all in accordance with the terms, conditions and requirements set forth in this Request for Proposals.

GUIDELINES:

By virtue of submitting a proposal, interested parties are acknowledging:

1. The County reserves the right to reject any and all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information.

2. All Respondents submitting proposals agree that their pricing is valid for minimum of ninety (90) days after proposal submission to the County. Furthermore, the County is by statue exempt from the State Sales Tax and Federal Excise Tax.

3. This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making studies or designs for the preparation thereof, are the sole responsibility of the Respondents.

4. Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals.

5. When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all copies according to directions.

6. The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Burnet County Commissioners' Court.

PRE-BID MEETING:

A Mandatory Pre-Bid Meeting is scheduled for 9:00 A.M. on November 2, 2016. All potential bidders should meet at the building site location, 110 East Washington Street, Burnet, Texas. At this time and location, all questions by potential contractors will be answered and site measurements may be taken. Only bid proposals considered for award at bid opening shall be from contractors attending pre-bid meeting.

OPENING DATE:

All proposals must be submitted on/or before 2:00 P.M. Thursday, November 17, 2016 at which time the proposals will be publicly opened and read aloud in the Conference Room of the County Auditor's Office located at 133 East Jackson Street, Burnet, Texas. All proposals shall be clearly marked on the outside lower left hand corner of the envelope with "17-620-01". Any envelopes not clearly marked may be opened prematurely. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening or post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telephonic or facsimile proposals will be considered. Any bid packets received after the time and date specified will be returned unopened to sender. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.

Proposals may be modified or withdrawn prior to the established opening date by delivering written notice with proper identification to the County Auditor's Office located at 133 East Jackson Street, Burnet, Texas 78611.

PLEASE MAIL YOUR BIDS TO:

BURNET COUNTY AUDITOR/PURCHASING AGENT
ATTN: JOLENE MOCK
220 S. PIERCE STREET
BURNET, TEXAS 78611

UPS/FEDEX/HAND DELIVERED
BURNET COUNTY AUDITOR/PURCHASING AGENT
ATTN: JOLENE MOCK
133 EAST JACKSON STREET
BURNET, TEXAS 78611

ACCEPTANCE:

1. Submission of any proposal indicated a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.

2. Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.

3. Although, Burnet County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

4. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all amendments to this Proposal before submitting their proposals.

JURISDICTION:

This Proposal and any contract resulting from this proposal shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas Law and Burnet County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting agreements.

INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

PERFORMANCE AND PAYMENT BOND:

The Respondent shall post with Burnet County, not later than ten (10) days of the County's award of contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

INSURANCE:

All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement form an Insurance Company, authorized to conduct business in the State of Texas, and acceptable to Burnet County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with a limit of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

6. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained for an extended discovery period of 2 years beginning from the time the work under this Contract is completed.

7. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance has been filed with and approved b Burnet County.

8. No cancellation of or changes to the certificates; or the policies, may be made without sixty (60) days prior, written notification to Burnet County.

9. Approval of the insurance by Burnet County shall not relieve or decrease the liability of the Contractor.

10. Builders Risk Insurance: Contractor shall obtain and keep in full force and effect until the Transfer Date, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Contractor, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at Constructions Site awaiting construction, during construction, and until Transfer Date. Such insurance shall be maintained to cover, as nearly as practicable the insurable value of such property, materials, equipment and supplies risk, and shall contain a waiver of subrogation in favor of Contractor, subcontractors of any tier and owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

INDEMNIFICATION:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, it agents, servants or employees, performed under this agreement that result from the negligent act , error or omission of respondent or any of respondent's agents, servants or employees.

1. Respondent shall timely report all such matters to Burnet County and shall upon the receipt of any such claim demand suit action proceeding lien or judgement, not later than the fifteenth day of each month; provide Burnet County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Burnet County required by Respondent in the defense of each matter.
2. Respondent's duty to defend indemnify and hold Burnet County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Burnet County in writing. The provisions of this section shall survive the

termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

3. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien, judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
4. Respondent's indemnification shall cover, and Respondent agrees to indemnify Burnet County, in the event Burnet County is found to have been negligent for having selected Respondent to perform the work described in this request.
5. The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
6. Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Burnet County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in satisfactory to Burnet County.
7. Loss Deduction Clause – Burnet County shall be exempt from, and in no way liable for, any sums of money which may represent a deducible in any insurance policy. The payment of deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

PERMITS:

It shall be the sole responsibility of the successful Respondent (Contractor) to obtain any required permits in the name of Burnet County.

BRANDS:

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Burnet County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Burnet County shall act as sole judge in determining equality and acceptability of products offered.

SCOPE OF WORK:

1. Successful Respondent (Contractor) is responsible for asbestos abatement and interior demolition of approximately 1400 square feet of the existing building immediately to the east of the Herman Brown Library.
2. Contractor selected is responsible for locating all existing overhead and underground utilities prior to any construction. Coordinate with Maintenance Supervisor and City of Burnet Utilities Department.
3. Remodel of that existing 1400 square feet building including south façade.
4. Construction of a new building shell and interior improvements of approximately 1400 square feet immediately to the north of the existing building to include restroom facilities.
5. Project shall consist of new electrical service, HVAC, lighting, plumbing, roofing, concrete foundation, concrete block exterior walls, plaster, aluminum storefront, wood or metal stud partitions, acoustical ceilings, flooring, cabinetry, hardware and finishes.
6. The new area of work shall be connected to the existing library building by an interior fire door and accessible ramp.
7. Refer to attached drawings for explanation.
8. **All Respondents (Contractors) shall submit 1 original and 1 copy of their proposal.**

In order to facilitate the analysis of responses all proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal.

AWARD:

The County will select the respondent whose proposal is the highest evaluated and responsible for the County.

Questions concerning site location or building submit to:

Jackson Associates
Architecture & Planning
Bruce Jackson
bruce.jackson2000@gmail.com

BID: 17-620-01

CONSTRUCTION OF NEW BUILDING AND REMODEL OF EXISTING BUILDING LOCATED NEXT TO HERMAN BROWN LIBRARY

All necessary documents have been submitted:
Yes_____
No_____

ESTIMATED BEGINNING DATE FOR CONSTRUCTION AND LENGTH UNTIL COMPLETION:

_____

ALLOWANCE: $_____(Refer Sht. A2.1: $4.50/SF for Marmoleum sheet flooring, material only. Labor included in Base Bid)

ALTERNATE #1: $_____ (Refer Sht. E2.1: Provide electrical floor boxes in remodeled area)

TOTAL COST $_____