

City of Mercedes, Texas
Checklist of Required Documents

**(Be Sure to Return this Checklist and
the Required Documents in the Order Listed Below)**

Due Date: June 8, 2022 at 3:00 P.M.

BID # 2022-010 CITY HALL TPO ROOF

Company information – on the form provided _____

Bid Bond _____

Pricing Sheet _____

Bid Form _____

Warranty Information _____

COMPANY NAME: _____

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used here in and elsewhere in these specifications shall be used synonymously with the term “successful bidder”. The term “city” shall mean City of Mercedes, Texas.
2. **Bid Offer:** Each bid constitutes an offer to become legally bound with the city, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special, conditions, specifications, and requirements will form the basis of the bid. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may results in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The City of Mercedes Public Works Department must receive questions about this invitation to bid in writing at least six days before the schedule bid opening, excluding Saturdays, Sundays, and holidays.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Bids for construction of the project will be received by Mr. Alberto Perez, City Manager, on **June 8, 2022 at 3:00 P.M.** Submit your bid, along with any addenda issued by the city, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is **BID # 2022-010**, and
 - c. The “reference” which identifies the bid, which is “**CITY HALL TPO ROOF**”.

Mail or deliver one (1) sealed original bid and three (3) copies (paperclip or binder clip acceptable), signed in ink by a company official authorized to make a legal and binding offer, to:

City of Mercedes
City Secretary’s Office
400 S. Ohio Avenue
Mercedes, TX 78570

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of the City of Mercedes.

- 7. Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
- 8. Late Bids:** Bids not received by the time and date of the schedule bid opening will not be considered unless the delay is a result of action or inaction by the city.
- 9. More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the city in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the city may disqualify the bids from that responder, at the city's option.
- 10. Bid Corrections or Withdraws:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the City Secretary.
- 11. Defects or Irregularities in Bids:** The city reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
- 12. Prices Held Firm:** Prices quoted shall be firm for the period of the project, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted City of Mercedes, or job site.
- 13. Samples:** When the city requires samples as part of the bid and vendor selection, bidders must provide requested samples within the time allotted, and at no cost to the city unless otherwise specified. The city will return samples only at the bidder's request, and the bidder's expense, if they are not destroyed by testing.
- 14. Bid Evaluation:** Award will be made to the lowest, most qualified bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, and any exceptions listed, and/or other factors deemed relevant in making the award. The city may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the city all information and data for this purpose as the city may request. The city reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
- 15. Notice to Proceed:** After the City Commission makes an award, all required documents are received by the city, the City shall issue a Purchase Order and a written Notice to Proceed. The city shall not be liable for payment of any work done or costs incurred by any bidder prior to the city issuing the Notice to Proceed.
- 16. Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the project, in at least the amounts and limits as follows:

- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, and destruction of property.

Before a notice to proceed is issued, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful bidder can provide Certificates of Insurance after award of the project but must be provided prior to the issuance of the Notice to Proceed. The certificate shall list an additional insured as follows:

City of Mercedes, Texas
400 S. Ohio Avenue
Mercedes, TX 78570

- 17. Performance Bond:** Prior to the issuance of the Notice to Proceed the successful bidder shall submit a performance bond equal to 100 percent of the project value, provided by a surety which appears on the Texas's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties.
- 18. Building Permits:** Work performed for the city shall require a building permit and permit fees will be waived.
- 19. Unauthorized Performance:** The city will not compensate the contractor for work performed unless the work is authorized under the bid offer, as initially executed, or as amended.
- 20. Indemnification:** The contractor shall defend and indemnify the city and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor, or supplier in the performance of the project. The contractor shall pay any judgement with cost which may be obtained against the city growing out of such injury or damages.
- 21. Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the bid offer or fails to replace rejected items in a timely manner, the city shall have authority to make open-market purchases of comparable goods or services. The city shall have the right to invoice the contractor for any excess expenses incurred or deduct such amount from monies owed to the contractor. Such purchases shall be deducted from contracted quantities.
- 22. Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this bid in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the awarded bid, it shall be the contractor's responsibility to obtain prior approval from the city to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the city reserves the right to terminate the bid or invoke the "Delivery Failures" clause stated herein.

- 23. Inspection and Acceptance of Deliverables:** The city reserves the right to inspect all goods and products delivered. The city will decide whether to accept or reject items delivered. Final inspection resulting in the acceptance or rejection of the products will be made as soon as practicable.
- 24. Termination for Cause:** The city may terminate the bid for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the city's rights by law.
- 25. Termination by Convenience:** The city may terminate the awarded bid for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the city will pay the contractor for services performed. The city will compensate partially completed work performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
- 26. Force Majeure:** Neither party shall be deemed to be in breach of contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

**INSTALL NEW COMMERCIAL TPO ROOFING SYSTEM
MERCEDES CITY HALL BUILDING
400 S. OHIO AVENUE
MERCEDES, TEXAS 78570**

BID # 2022-010 CITY HALL TPO ROOF

I. INTRODUCTION

The City of Mercedes is seeking bids from qualified roofing contractors to remove the existing roll roofing, install 3” ISO insulation, install roof gutters, and install 60 mil TPO membrane at the City of Mercedes City Hall Building. The qualified contractor should specialize in installing single-ply TPO membrane on a commercial building. Incidental to the roof replacement will be the removal and replacement of the gutter along the rear of the building. Contractor should present a bid that demonstrates their experience and qualifications to perform work that meets the specifications contained herein.

II. BACKGROUND

The City of Mercedes City Hall Building roof was originally installed as a roll roofing (MSR) system. As the roof aged, there was an effort to repair the roof leaks using repair fabric and roof cement. These efforts have not been able to stop the roof leaks.

Leaks are being experienced through the building but primarily along the southwest corner of the building. The existing roof is slightly pitched from the west side to the east side. Runoff from the roof is captured in a gutter system located along the entire east side of the building that discharges rainwater runoff into various downspouts that lead to a public alley.

The primary intent of this project is to install a new watertight single-ply, TPO roof membrane to eliminate all the leaking from our roof and ponding issues we are currently experiencing on our roof and within the facility.

III. Scope of Work

Specifications

1. Remove and dispose of all existing roof and replace with a new white EverGuard TPO 60-Mil Membrane. Membrane is to be listed with Cool Roof Rating Council (CRRC) and shall meet the new Title 24 requirements for low-slope roofing membranes.
2. It is the responsibility to provide positive drainage from the front of the building to the rear gutter line or roof drains, whichever applies. No ponding of water will occur on the roof especially around the HVAC units and the roof drains.
3. Contractor to repair areas where the metal deck is damaged.
4. Any existing insulation shall be removed and replaced; contractor is to install 3” (ISO) insulation on the entire roof.
5. Contractor to install termination bar on all the perimeters.
6. Contractor to remove and re-install existing green façade parapet cap.
7. Contractor to install new gutters (82’ Linear Feet)
8. Contractor is responsible for the cleanup and hauling away of all debris.
9. TPO roofing membrane shall meet all current ASTM standards for this material.
10. Provide documentation that the TPO system meets all manufacture’s criteria for the specified 20-year material warranty.
11. All bidders shall be certified as a commercial roofer and shall submit the documentation to certify their qualifications.
12. Contractor shall provide at least three references for commercial TPO roof installation projects they successfully completed within the past 3 years.
13. Contractor is responsible for compliance to safety standards throughout the project.
Contractor is responsible for making sure that all work areas are kept clean and safe and that all grounds are clean at the end of the job.
14. The contractor is responsible for means and methods associated with this roof work.
Contractor is to plan his work to provide any temporary cover needed in the event the existing roof has been removed and rain is evident before installation of the new TPO

membrane is complete. No additional payment will be made for any temporary measures that have to be implemented to protect and seal the roof during any rain event. Contractor is to replace wet insulation with dry insulation before installing the new TPO membrane.

15. Once contractor has started replacement of the existing roof, Contractor shall protect all underlying roof material from rain and damage during construction. Contractor shall be responsible to repair or replace any damage to existing roof materials, walls, floors, or contents within the building that are damages because of contractors' failure to appropriately cover roof to avoid rainwater entering the building once work has started. Contractor shall maintain a watertight roof during all work tasks and shall insure there are no leaks after the installation is complete.
16. The City of Mercedes has estimated the replacement roof area to be 11,475 square feet. It is the responsibility of each bidder to verify this quantity to their satisfaction and not base their bid solely on the basis of this provided quantity.
17. All roof materials and workmanship associated with this project shall meet standard commercial roofing specifications for construction materials, methods and procedures.
18. Bidders are to provide the following project warranties:
 - a. 2-year installation warranty for all roof work performed on this project.
 - b. 20-year material warranty on the TPO 60 mil membrane and flashing material installed.
19. During working hours, the contractor is responsible for roping off the entire work area and placing the appropriate signage to notify pedestrian traffic of the overhead hazards within the work zone area. Since the building will be open for employees and other during construction, the contractor is responsible to provide any needed canopy or other overhead protection for pedestrians entering and leaving the building through the rear walkway and entrance areas. During the contractor's non-working hours, the contractor is responsible for roping, flagging, placing signs, etc. as is reasonable and prudent to warn pedestrians of hazardous areas that are off limits.
20. Contractor is to work with the City of Mercedes staff in the event an emergency arises where HVAC work is required in a work zone area. The City of Mercedes will coordinate as much as is reasonable to not disrupt the efforts of the contractor.

21. The contractor is to police the roof and grounds daily and clean up all work trash/debris and dispose of it in the jobsite dumpster supplied by the contractor.
22. Time is of the essence. Contractor will state the expected time that will take to complete the project from start to finish. Once work has started, contractor shall continue to perform all needed work through completion of the project per the accepted schedule without extended delays or breaks. The exception to this is delays that are outside the direct control of the contractor due to weather or owner scheduling or coordination issues. Upon the awarded bid, contractor shall provide a more defined schedule of activities for the work.
23. The City of Mercedes will have staff to perform periodic inspections of the roof as work progresses. The Contractor shall provide reasonable means for staff to access the roof for these inspections.
24. Contractor is responsible to repair or replace, to equal or better condition, any damage caused by them or their subs to the existing building, mechanical equipment, exhaust fans, sidewalk, landscaping, improvements, etc. within the vicinity of the work.
25. Contractors may perform a site visit a week prior to the bid opening.
26. Contractor shall be responsible for all materials, labor, vehicles, tools, equipment needed to complete the work as contracted.
27. TPO membrane is not to be creased when it is folded during installation. No weight is to be placed on the fold to hold it in place. Membrane that has a hard crease and/or shows signs of surface cracking will not be accepted.
28. Contractor is responsible for all work as specified. Any specific item of work not included within the bid sheet must be accounted for in other items of work. No additional payment will be made for items not covered but were specified.

Note: The Contractor is responsible for the personal conduct of their employees while on City property. Personnel are expected to be always professional and courteous. There is a no tobacco policy while on city property and city buildings.

PRICING SHEET

BID # 2022-010 CITY HALL TPO ROOF

ITEM NO	ITEM DESCRIPTION	QUANTITIES	UNIT	UNIT COST	TOTAL ITEM COST
1	Mobilization	1	LS		\$
2	Removal & Disposal of Existing Roofing Material Down to the Deck	1	LS		\$
3	Remove & Re-Install Parapet Cap Flashing	1	LS		\$
4	Install new commercial grade, GAF EverGuard 60 mil TPO Roofing Material with Bonding Adhesive	1	LS		\$
5	Install TPO Adjustable Pockets on A/C Penetrations and Seal with Pourable Sealer	1	LS		\$
6	Remove & Replace Damaged Metal Deck	1	LS		\$
7	Install 3" (ISO) Insulation Board	1	LS		\$
8	Install Termination Bar on all perimeters	1	LS		\$
9	Install New Gutters and Downspouts	82	LF		\$
	Base Bid Price				\$

Note: Contractor is responsible to verify all quantities prior to beginning work.

COMPANY NAME: _____

PRICING SHEET – CONTINUED

BID # 2022-010 CITY HALL TPO ROOF

Note: A 10% retainage will be withheld from each payment up to 50% of the project value.

❖ State Payment Terms _____ Days.

❖ State Number of Days to Start Project after Notice to Proceed is issued: _____ Days.

❖ State Number of Days to Complete Work after Start Date: _____ Days

COMPANY NAME: _____

BID FORM

BID # 2022-010 CITY HALL TPO ROOF

1. How long has your Company been in the roofing business under its current name?
_____ years.
2. Provide the approximate percentage (%) of the type of roofing work your company performed in the last 10 years.

<u>Type of Roof Construction</u>	<u>% of Total Company Work Performed</u>
a. Asphalt Shingle Roof	_____
b. Built-up Roof	_____
c. TPO Membrane-Type Roof	_____
d. Other:	_____

TOTAL ROOF WORK PERCENTAGE = 100 %

The overview should identify by name and title, the primary individual(s) proposed for the oversight/management of this work and what their role and responsibilities will be. Individual resumes may be attached that defined the ability of the project team to perform the work.

3. Name of Project Foreman for this job and how long individual has been installing TPO roofs:
 - a. Project Foreman Name: _____
 - b. Number of Years Installing TPO Roofs _____ years.

COMPANY NAME: _____

BID FORM – CONTINUED

BID # 2022-010 CITY HALL TPO ROOF

List three (3) TPO Roof Jobs completed within the past 3-years

A. Project (Brief Description)

Amount of Project (\$): _____

Name of Contact (Person): _____

Phone Number of Contact: _____

Email Address of Contact: _____

B. Project (Brief Description)

Amount of Project (\$): _____

Name of Contact (Person): _____

Phone Number of Contact: _____

Email Address of Contact: _____

C. Project (Brief Description)

Amount of Project (\$): _____

Name of Contact (Person): _____

Phone Number of Contact: _____

Email Address of Contact: _____

COMPANY NAME: _____

LIST OR ATTACH WARRANTY INFORMATION

BID # 2022-010 CITY HALL TPO ROOF

PROJECT WARRANTIES

PRODUCT

WARRANTY

TPO Membrane & Systems: _____ Material Warranty: _____ years

Roofing Insulation: _____ Material Warranty: _____ years

Gutters: _____ Material Warranty: _____ years

LABOR

WARRANTY

Roof Repair: _____ Workmanship: _____ years

COMPANY NAME: _____

LIST OR ATTACH WARRANTY INFORMATION

BID # 2022-010 CITY HALL TPO ROOF

COMPANY INFORMATION

Company _____

Physical Address of Business _____

Mailing Address (If Different) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Company Telephone Number: _____ Fax Number: _____

Project Contact Person Name:

Email Address: _____

Office Number: _____