

CITY OF YOAKUM  
REQUEST FOR BIDS  
2018 ELECTRIC DISTRIBUTION SYSTEM IMPROVEMENTS

Sealed bids will be received by the City Clerk at City Hall, 808 South HWY 77-A, PO Drawer 738 Yoakum, Texas 77995, **until 3:00 P.M. Thursday, August 9, 2018** for certain Electric Distribution System Improvements; at which time proposals will be publicly opened, tabulated, and may be referred to the City Council for consideration at their meeting to be held on Tuesday, August 14, 2018. All bids should be in a sealed envelope with “2018 ELECTRIC DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT” written on the envelope.

Principal items of construction include the replacement of 9 (nine) 35’ and 40’ class 3 utility poles at various locations throughout the City’s distribution system.

Proposal forms and specifications are available by contacting the City Clerk’s Office, City Hall, 808 S. Hwy 77-A, PO Drawer 738, Yoakum, Texas 77995.

The City of Yoakum reserves the right to reject any or all proposals, to waive any informality in bidding and to accept the proposal or proposals deemed most advantageous to the City.

Theresa Bowe  
City Clerk

SECTION A  
INSTRUCTION FOR PROPOSAL AND SPECIAL INSTRUCTIONS

A.1. SCOPE OF PROJECT

The City of Yoakum (herein called Owner) invites proposals for the removal and replacement of 9 (nine) - class 3 utility poles at the following locations:

<b>Location #</b>	<b>Description</b>
1.	300 block of Forest Street. Set and change out 40' 3-phase junction pole w/ 3 load breaks and single phase transformer w/disconnect
2.	408 Forest Street. set and change out 40' 3-Phase junction pole w/3 load breaks and single-phase take off – Lateral
3.	Corner of W. Gonzales and Front Streets. Set and change out 50' 3-phase double dead-end inline w/triple down guy.
4.	315 Irvine Street in alley by road. Set and change out 40' 3-phase inline pole
5.	Corner of Pruett and Elk Streets. Set and change-out 40' junction pole open Y line.
6.	400 block of N. South Street. Set and change-out 40' 3-phase junction pole w/open Y and single takeoff
7.	1603 Dunn Street - Transfer Station – near office. Set and change-out 40' 3-phase, inline pole.
8.	309 N. South Street. Set and change-out 45' 3-phase inline pole. Take down old air switch and replace with new air switch.
9.	Between 1224 & 1226 E. Gonzales Street. Set and change out 40' open Y junction w/single-phase transformer.

Work shall be performed while circuits remain energized at all times. Unless otherwise indicated herein, all new poles shall be framed out and set by contractor.

Contractors shall familiarize themselves with the location of the projects and the type of work to be done as well as the type of material that is to be used. Information regarding the project/locations can be obtained by contacting Victor Gomez, Electric Supt., 361-293-6321/cell: 361-258-1056 or Michael Bennett, Director of Public Works at 361-293-6321. Please call to schedule jobsite visits.

**THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, AND SUPERINTENDENCE ON THE PROJECT.**

**THE CITY OF YOAKUM SHALL PROVIDE ALL MATERIALS ON THIS PROJECT.** Contractor will provide incidental material as approved by City representatives.

## A.2. PROPOSAL AND METHOD OF BIDDING

The project consists of various items of work as listed above. Bidder will provide a price for the total project and the price should be entered in the appropriate space on the Bid Form.

Also, the Bidder will propose the number of calendar days for completion of the project and the date on which the project will start.

## A.3. OBLIGATION OF BIDDER

At the time of opening of proposals each Bidder shall have inspected the sites and be thoroughly familiar with the project, specifications, and contract document (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from an obligation with respect to his proposal. It is suggested each Bidder schedule a pre-proposal meeting with the City of Yoakum Electric Supt. to review the project sites and to discuss all parts of the job.

## A.4. RECEIPT AND OPENING OF BIDS

Sealed Bids will be received by the City Clerk at City Hall, 808 S. Hwy 77-A (PO BOX 738), Yoakum, Texas 77995, until **3:00 P.M., August 9, 2018**. Bids will be opened at said time and date in the Council Room located in the City Hall Building. All bids should be submitted in a sealed envelope with "2018 ELECTRIC DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT" written on the envelope.

## A.5. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner may request a list of recent projects of equal difficulty and size that the low bidder has previously performed. Bidders hereby agree to supply such a list prior to award upon request of Owner.

The Owner reserves the right to reject any proposal if upon investigation the evidence submitted fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work therein.

## A. 6. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the construction of the project within the number of calendar days shown on the proposal, or pay as liquidated damages the sum of \$ 75.00 for each consecutive calendar day thereafter.

## A. 7. PAYMENT BOND

With delivery of the executed Contract, the Bidder may be required to furnish a Payment Bond to ensure the payment of all persons, firms, or subcontractors performing labor on the project under this Contract and furnishing equipment in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

#### A. 8. POWER OF ATTORNEY

In the event Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### A. 9. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though written out in full.

#### A.10. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a contract under this Contract must be acceptable to the Owner.

#### A.11. FINANCING AND PAYMENTS

Financing of this project will be funded by the City of Yoakum directly. Payment shall be made on a one-time basis after final acceptance by the Owner and within 30 days from the time the Owner receives a bill for the project.

#### A.12. METHOD OF AWARD

An award will be made to only one Bidder. The award may be made on the basis of the total proposal.

The Owner reserves the right to waive informalities, to reject any or all proposals, and to accept the proposal most advantageous to the public interest. The right is also reserved to increase or decrease the total proposal amount by 25%, by increasing or decreasing quantities if the total proposal exceeds or is below the funds available.

#### A.13. TRAFFIC CONTROL

The Contractor will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the Owner and Texas Department of Transportation. Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. The Contractor shall provide for ingress and egress to adjacent private properties and shall conduct his construction operations so as to facilitate usage of the streets by local traffic.

#### A.14. OWNERSHIP OF PROJECT

Until final acceptance of the total project by the Owner, the Contractor shall take full responsibility for the welfare of the partially completed work. Damage to the Contractor's work from any cause shall be repaired at the Contractor's expense.

#### A.15. REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

The Contractor shall repair or replace all fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the Contractor due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the Owner. No direct payment will be made for this item.

#### A.16. MAINTENANCE GUARANTEE

The Contractor shall maintain and guarantee the work which he does against defective workmanship for a period of one (1) year from the date of final acceptance of the work by the Owner.

Where defective workmanship is discovered, requiring repairs to be made under this guarantee, all such repair work shall be done by the Contractor at his own expense within five (5) days after written notice of such defect has been given to him by the Owner. Should the Contractor fail to repair such defective workmanship within five (5) days after being notified, the Owner may make the necessary repairs and charge the Contractor with the actual cost of all labor and materials required.

#### A.17. CLEAN-UP

After construction work is completed and before final acceptance of improvements by Owner, Contractor shall remove all debris from project site to an approved place of disposal. The worksites shall be left in a neat and presentable condition throughout and restore in an acceptable manner all property damaged in the progress of this work. No direct payment will be made for clean-up.

#### A.18. MATERIALS

**The City of Yoakum shall provide all materials on this project. Materials can be picked up at the City of Yoakum Warehouse from the Purchasing Agent or the Electric Supt. Contractor will provide incidental material as approved by City representatives.**

#### A.19. EXISTING UTILITIES

Existing surface and subsurface structures (gas lines, water lines, sewer lines, telephone cables, etc.) shall be the responsibility of the Contractor to avoid damaging these existing structures. If any structure is damaged by the Contractor, it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use. The Owner will make a good faith effort to locate existing water and sewer lines in the project area. The Contractor is responsible for contacting all others for the location of existing structures.

#### A.20. ABANDONMENT/RETIREMENT OF EXISTING MATERIALS SALVAGE RIGHTS

All retired material shall be delivered to the Owner's Maintenance Yard.

#### A.21. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all of the insurance required by law to work for a municipal government, including the following:

1) Workers Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract. In the case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance.

2) Contractor's and Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance, in the amount of not less than \$ 250,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$ 500,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 100,000.

Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.

3) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

CONSTRUCTION AGREEMENT

Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between CITY OF YOAKUM (herein called the "Owner") and \_\_\_\_\_ (herein called the "Contractor").

Now, Therefore, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

ACCEPTANCE OF PROPOSAL

The Owner accepts the Contractor's Proposal and the parties hereto agree that the costs as set forth in the Proposal received \_\_\_\_\_, 2018, signed and dated by \_\_\_\_\_ of \_\_\_\_\_ shall apply.  
Name Title Company

A description of said work, as stated in the Section "A", Instruction For Proposals And Special Instructions, and The Request for Proposals are incorporated herein by reference and together with this Construction Agreement constitute the contract.

CONSTRUCTION

The commencement date of the Project hereinbefore set forth in the Contractor's Proposal shall be \_\_\_\_\_.

The Contractor shall proceed diligently and complete the construction in accordance with the proposal within \_\_\_\_\_ calendar days.

The Owner may during the progress of the construction of the Project, make such changes, additions to, or subtractions from the work stated in the Proposal. Further, if the cost to the Contractor shall be materially increased by any such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof, at the price agreed to by both the owner and the contractor before such work is started.

The sequence of the work shall be as determined by the Owner. The Contractor shall employ, in connection with the construction of the Project, capable, experienced and reliable foremen and such skilled workmen as may be required for the work to be performed. The manner of construction of the Project shall be subject to inspection at all times.

The acceptance of any workmanship by the Owner shall not preclude the subsequent reflection thereof if such workmanship is found to be defective after installation: any such workmanship found defective before final acceptance of the construction shall be remedied by and at the expense of the Contractor. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship in respect to the project, of which the Contractor shall have had notice, has not been remedied. In the event that the Owner determines that the construction contains or may contain defects, it shall be the duty of the Contractor to have an inspection made by an engineer, approved by the Owner for the purpose of determining the exact nature, extent and location of the defects.

PAYMENT

Payment shall be made on a one-time basis, after final acceptance by the City of Yoakum and within 30 days from the time the Owner receives a bill for the project.

PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

The Contractor shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the construction of the Project, including but not limited to OSHA, and USEPA.

MISCELLANEOUS

The Contractor shall be under no obligation to obtain or assist in obtaining any franchises, authorizations, permits or approvals required to be obtained by the owner.

This contract may not be assigned or transferred without the written consent of both parties.

LIABILITY

The work and labor herein provided for shall be performed by Contractor under Contractor's management, control, and supervision. Contractor agrees to indemnify and hold harmless City of Yoakum against all claims and damages, either personal or property, of any type whatsoever which may result directly or indirectly from Contractor's actions during said construction.

WHEREOF, the parties hereto have caused this contract to be signed all as of the day and year first above written.

\_\_\_\_\_  
CITY OF YOAKUM  
(Owner)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Kevin M. Coleman, City Manager

\_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
Theresa A. Bowe, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth E. Kvinta, City Attorney



**CITY OF YOAKUM  
REQUEST FOR PROPOSAL FORM**

The Bidder shall schedule the project with the City's Electric Superintendent Greg Miears. The Contractor shall be responsible for providing safety equipment within the work area. The Contractor shall provide the City with proof of liability and workers compensation insurance prior to the start of the project. Bidder shall visit each location to become familiar with the work to be performed.

The City will provide all materials on the project. **Contractor** will provide incidental material as approved by City representatives.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

We hereby agree to provide all equipment, labor, supervision, and safety equipment to perform and complete the project as described in this Request for Proposal for the amount of:

Location # 1.\$ \_\_\_\_\_ Location # 2.\$ \_\_\_\_\_ Location # 3.\$ \_\_\_\_\_  
Location # 4.\$ \_\_\_\_\_ Location # 5.\$ \_\_\_\_\_ Location # 6.\$ \_\_\_\_\_  
Location # 7.\$ \_\_\_\_\_ Location # 8.\$ \_\_\_\_\_ Location # 9.\$ \_\_\_\_\_

PROJECT TOTAL \$ \_\_\_\_\_

The project shall commence on \_\_\_\_\_, 2018, and be completed within \_\_\_\_\_ days.

COMPANY NAME: \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX NO: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

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

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_