



# INVITATION TO BID: HISTORICAL COURTHOUSE - WINDOW RESTORATION PROJECT

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**Sealed Bids Due Date and Time: 8:30 am, Monday, July 13, 2015**

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**Issue Date: June 8, 2015**

**Issuing Agency Information:**

**Single Point of Contact (SPOC): John E. Firth, Coryell County Judge**  
**Office: (254) 865 – 5911, EXT. 2222**  
**county\_judge@coryellcounty.org**

**Instructions to Bidders:**

**Return Sealed Bid to:**

**Office of the County Judge**  
**800 E. Main St, STE A**  
**Gatesville, TX 76528**

**Mark face of envelope/package with: Sealed Bid - Historic Courthouse Window Project**

**Bidder must complete the following:**

Bidder Name/Address:	<hr/> <b>Name/Title</b>
	<hr/> <b>Signature</b> Print name and title and sign in ink. By submitting a response to this invitation, bidder acknowledges it understands and will comply with the bid packet specifications and requirements.
Type of Entity ( e.g., corp., LLC, etc)	Phone number:
Email Address:	Fax Number
<b>BIDDERS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE</b>	

**GENERAL CONDITIONS**

- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Coryell County Judge's Office by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description listed above and opening date on the outside of the envelope.

Bids received in the Coryell County Judge's Office after the submission deadline will be returned unopened and will be considered void and unacceptable. Coryell County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt.

**BIDS MAY NOT BE FAXED OR EMAILED**

- Bids may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn

- **SALES TAX**

Coryell County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes**. Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Coryell County will furnish, upon request, sales tax exemption forms to the bidder that is awarded.

- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

- Invoices shall be sent directly to Auditor, ATTN: Ben Roberts, Coryell County Main Street Annex, at 800 E. Main St, STE A, Gatesville, TX 76528.

- Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County may give vendor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.

- The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners' Court for the fiscal year in question. Upon the failure of Commissioners' Court to so appropriate in any fiscal year, contractor may elect to terminate this agreement, with no additional liability to the County. County and contractor agree that termination shall be the contractor's sole remedy under this circumstance.

- The bid award shall be based on, but not necessarily limited to the following factors:
  - Total price
  - Special needs and requirements of Coryell County

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- Coryell County's evaluation of vendor's ability
- Vendor's past performance record with any Texas county
  
- If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreements either express or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change approved in writing by both parties.
  
- The vendor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local Laws, ordinances and regulations that, in any manner, affect the conduct of the work.
  
- The parties herein agree that the contract associated with an accepted bid shall be enforceable in Coryell County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Coryell County, Texas.
  
- The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
  
- THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF VENDOR'S OFFICERS, AGENTS OR EMPLOYEES.
  
- If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
  
- If the vendor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
  
- **ALL BIDS IN ORDER TO BE IN COMPLIANCE WITH TEXAS STATUTES SHOULD INCLUDE THE FOLLOWING BONDS, IF BID PRICE EXCEEDS MONETARY THRESHOLD.**
  - **Bid Bond:** If the contract is for the construction of public works or is under a contract exceeding \$100,000.00, the contractor shall execute a bid bond with a surety

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company authorized to do business in this state in the amount of five percent (5%) of the total contract price.

- **Performance Bond:** If the amount of the contract is in excess of \$50,000.00, the contractor shall provide a performance bond as follows:
  - Solely for the protection of Coryell County;
  - In the amount of the contract; and
  - Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
  - The bond must be executed by a corporate surety in accordance with Texas Insurance Code§3503.001 et seq.
  
- **Payment Bond:** If the amount of the contract is in excess of \$25,000.00, and the contract is a public work contract, the contractor shall provide a payment bond as follows:
  - Solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the contractor or a subcontractor who provides labor or material; and In the amount of the contract.
  - The payment bond must be executed by a corporate surety in accordance with Article 7.19-1, Texas Insurance Code.
  
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

**JOHN E. FIRTH**  
Coryell County Judge

**INVITATION TO BID: HISTORICAL COURTHOUSE WINDOW PROJECT**

**SPECIFICATIONS**

In accordance with the Texas Local Government Code §262.023, the Coryell County Commissioners' Court is requesting sealed bids from bidders interested in providing window replacement services for the Coryell County (Historic) Courthouse. **Please note: Only the offers from bidders that are approved by the Texas Historical Commission and have met all bond requirements will be considered valid.**

**Single Point of Contact (SPOC): JOHN E. FIRTH, Coryell County Judge**  
**Office: (254) 865-5911, EXT 2222**  
**county\_judge@coryellcounty.org**

- Bids must be submitted no later than Monday, **July 13, 2015 at 08:30 am** to:  
  
Coryell County Judge's Office  
800 E. Main Street, Suite A  
Gatesville, TX 76528
- Six (6) copies of the RFP Response must be submitted. \*See checklist on following page to ensure all required documents are included in bid.
- Please label outside of response package as: *Sealed Bid - Historic Courthouse Window Project*
- Bids are scheduled to be opened in the Commissioners' Courtroom at **9:00 am on Monday, July 13, 2015.**
- Contract will be awarded on **July 13, 2015** during Commissioners' Court.
- Project should commence as soon as contract is awarded and should be completed no later than **6 months after signed contract.**
- A permit from the Texas Historical Commission is required prior to restoration. The firm that is awarded the contract must fill out and sign an Antiquities Permit Application. A copy is provided at the end of packet.

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**SCOPE OF WORK FOR RESTORATION OF COURTHOUSE WINDOWS**

1. Window sash removal
  2. Remove blinds, label, store
  3. Seal openings (plywood)
  4. Inspect jambs
  5. Sill/jamb legs repaired onsite as needed
  6. Transport sashes to shop
  7. Remove all paint/glazing from sashes
  8. Rebuild/replace sashes as needed (approx. 35). Wood material: reclaimed long leaf pine
  9. Prep inner stop for paint, paint in shop
  10. Slot all sashes for weather strip
  11. Apply borate based preservative
  12. Glaze sashes
  13. Prime and paint sashes (Benjamin Moore Regal Select Soft Glass Exterior)
  14. Glazing will be hand painted to create seal -paint will touch glass to protect glazing
  15. Reinstall restored sashes using new or existing sash cord
  16. Install parting bead
  17. Install Accurate Concealed Interlocking Weather Stripping at bottom sash and meeting rail of top sash
  18. Install inner stop
  19. Adjust for function and lubricate tracks and pullies
- \*\*Total number of windows to be rebuilt: 128**

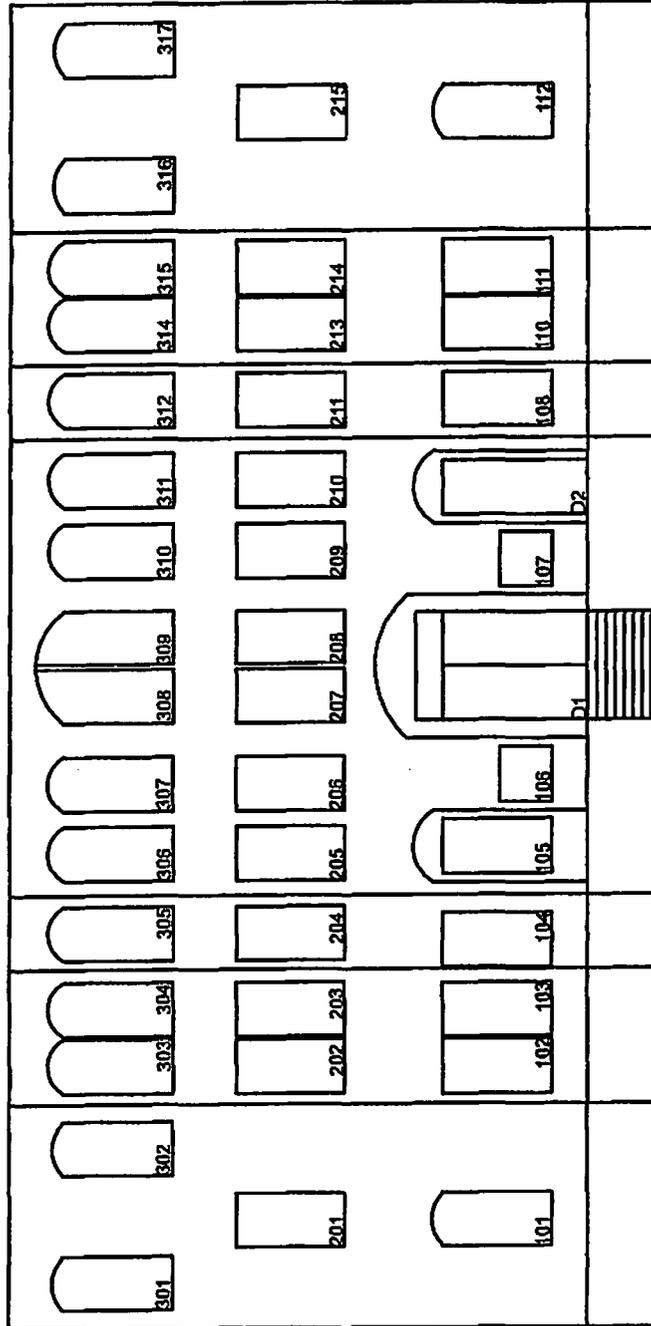
The following pages include illustrations of each side of the courthouse and its windows. Bidder may schedule a meeting with the SPOC to examine the courthouse windows in order to prepare their bid.

**INVITATION TO BID: HISTORICAL COURTHOUSE WINDOW PROJECT**

**\* CHECKLIST: ITEMS THAT MUST BE INLCUED**

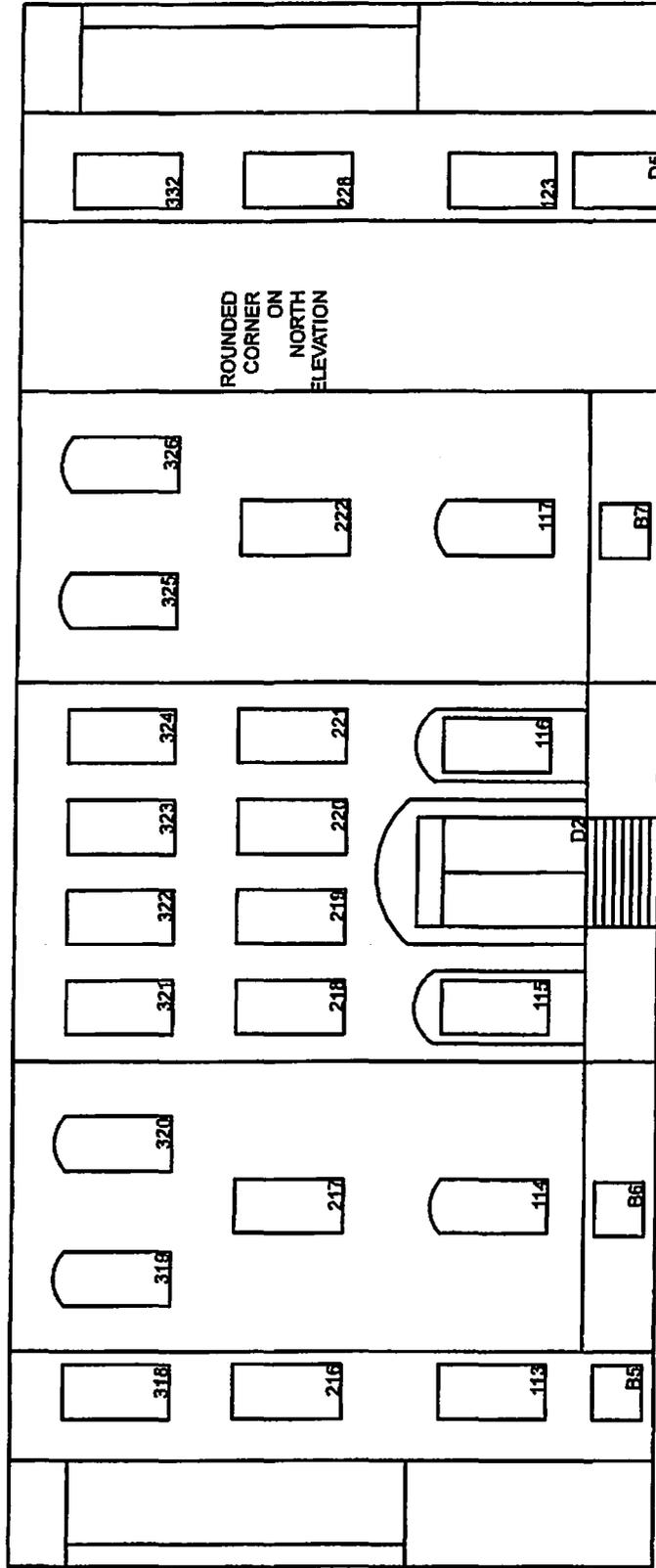
- Completed bid packet coversheet
- The principal of the firm and their experience and qualifications
- Original, applicable bond documents
- A minimum of three (3) references that are knowledgeable regarding the firms' recent performance on projects. Include the following for each:
  - Company name
  - Location where service was provided
  - Contact person and their phone number and email address
- Proposed work plan and schedule for activities to be performed
- Breakdown of anticipated costs of restoring of all 128 windows; bid must include a total dollar amount for entire project

SOUTH



CORYELL COUNTY COURTHOUSE  
SOUTH MAY 2015

EAST

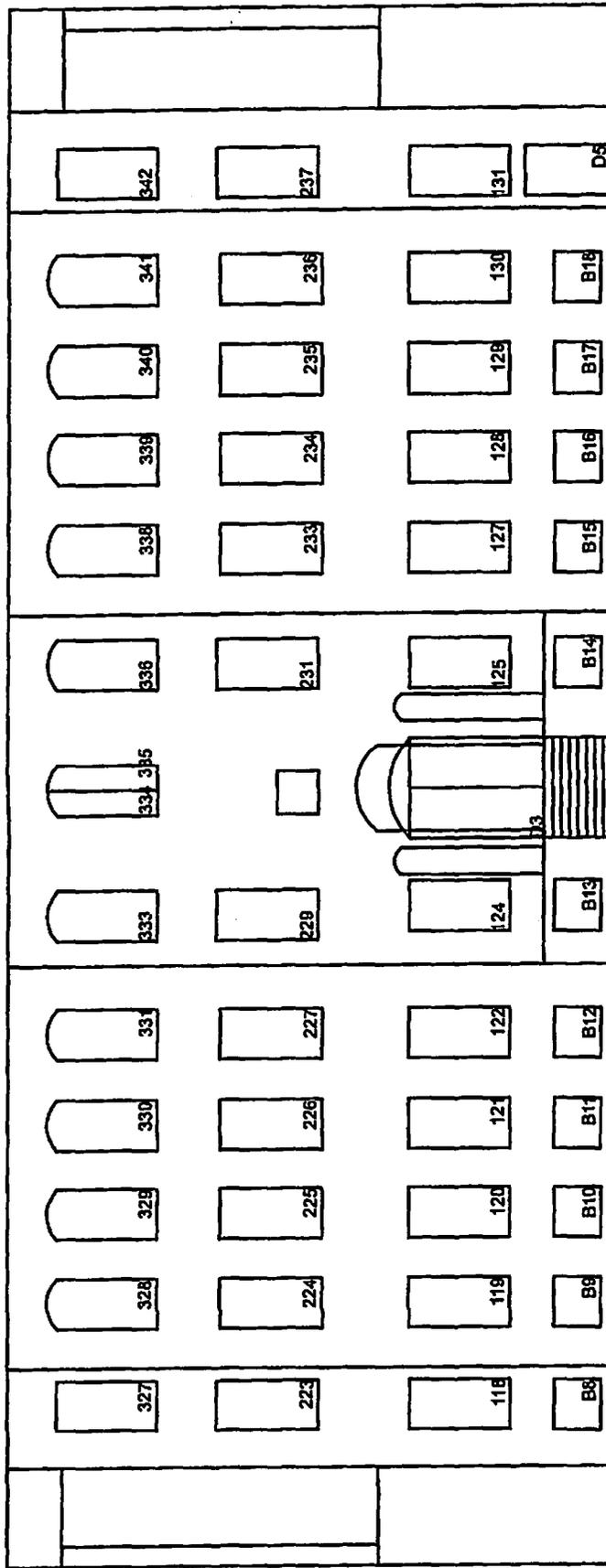


ROUNDED  
CORNER  
ON  
NORTH  
ELEVATION

CORYELL COUNTY COURTHOUSE

EAST MAY 2015

NORTH



CORYELL COUNTY COURTHOUSE  
NORTH MAY 2015



**CONTRACT**

**STATE OF TEXAS  
COUNTY OF CORYELL**

WHEREAS, the attached “RFP Package” which includes any **Request for Proposal, General Conditions, Instructions, Specifications, Proposal, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code §262.021; and

WHEREAS, the Coryell County Commissioners’ Court as the governing body of Coryell County did on \_\_\_\_\_ award a contract to \_\_\_\_\_ for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; namely:

**Historic Courthouse Window Replacement Project**

THEREFORE, Knowing all men by these present, that this contract is entered into by Coryell County, Texas (hereinafter called “County”) and the undersigned Vendor (hereinafter called “Vendor” or “bidder”).

**WITNESSETH**

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County’s acceptance of equipment, supplies and services shall be contingent on (1) such conforming to requisite standards, (2) such being delivered (if applicable), and (3) such services have been satisfactorily performed in the sole determination of the County.

**Prior Agreements Superseded**

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample constitute the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This Contract along with the Bid Package shall be considered a “Contract associated with an accepted bid” as referenced in the Bid Package.

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**Amendment**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. No amendments, modifications or alterations of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by an authorized representative of each party.

**Binding**

This Contract shall bind and inure to the benefit of the respective parties, their representatives, successors, and assigns.

**Term**

This Contract shall be effective immediately and shall remain in effect until performance by both parties has been completed unless terminated earlier by either party in accordance with this Contract and/or Bid Package.

**Attorney's Fees, Costs**

If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs.

**Venue/Jurisdiction**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and venue of any legal action filed by either party shall be in Coryell County, Texas.

IN TESTIMONY WHEREOF, witness our hands at Coryell County, Texas, effective as of the date awarded above, if any.

VENDOR

CORYELL COUNTY

BY: \_\_\_\_\_  
AUTHORIZED AGENT

BY: \_\_\_\_\_  
JOHN E. FIRTH, COUNTY JUDGE

ATTEST: \_\_\_\_\_  
Barbara Simpson  
Coryell County Clerk

**\*\*Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

## Vendor/Bidder's Affirmation

Vendor/Bidder affirmation that they are duly authorized to execute this Contract, that this company, corporation, bidder, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Coryell County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Coryell County or is not otherwise indebted to Coryell County.

\_\_\_\_\_  
Name of Contracting Company

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Company Official Authorizing Bid/Offer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

## **Conflict of Interest Disclosure**

Beginning January 1, 2006, State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Coryell County Commissioners' Court members and other elected/appointed officials.

The law applies to:

Businesses and individuals who contract with Coryell County;

Businesses and individuals who seek to contract with Coryell County, (regardless of whether a bidder is awarded the contract); and

Agents who represent such businesses in their business dealings with Coryell County.

The forms for reporting are available at

[www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Coryell County Clerk by mailing the completed form to:

Coryell County Clerk  
P. O. Box 237  
Gatesville, TX 76528

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## ANTIQUITIES PERMIT APPLICATION HISTORIC BUILDINGS & STRUCTURES

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### PERMIT CATEGORY

Please check the category that best describes the proposed work

- |   |   |
|---|---|
| <input type="checkbox"/> Preservation   | <input type="checkbox"/> Architectural Investigation/Hazard Abatement |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Relocation                                   |
| <input type="checkbox"/> Restoration    | <input type="checkbox"/> Demolition                                   |
| <input type="checkbox"/> Reconstruction | <input type="checkbox"/> New Construction                             |
- 

### GENERAL INFORMATION

#### I. PROPERTY NAME AND LOCATION

Name of Building or Structure \_\_\_\_\_

Street and Number \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_

#### II. APPLICANT (OWNER OR CONTROLLING AGENCY)

Owner/Agency \_\_\_\_\_

Representative \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (including area code) \_\_\_\_\_ Email \_\_\_\_\_

#### III. PROPERTY USE

Original Use \_\_\_\_\_

Present Use \_\_\_\_\_

Proposed Use \_\_\_\_\_

#### IV. DESIGNATIONS

- National Register of Historic Places
- Recorded Texas Historic Landmark
- City or County Historic Landmark

(OVER)

ANTIQUITIES PERMIT APPLICATION  
HISTORIC BUILDING & STRUCTURES (CONTINUED)

**PROJECT INFORMATION**

**I. PROJECT PROFESSIONAL: ARCHITECT OR ENGINEER  
(CONTRACTOR, IF THERE IS NO OTHER PROJECT PROFESSIONAL)**

Name or Firm \_\_\_\_\_  
Person in Charge \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Telephone (include area code) \_\_\_\_\_ Email \_\_\_\_\_

**II. ATTACHMENTS (PLEASE SUPPLY THOSE WHICH ARE CHECKED)**

- Project documents (plans, specification, etc.)
- Photographs of property showing areas of proposed work
- 8.5" x 11" vicinity map showing location of the property
- Other

**III. PROJECT DESCRIPTION**

Starting Date \_\_\_\_\_ Completion Date \_\_\_\_\_

**Please attach a brief description of the proposed project.**

**IV. REPORTS (PLEASE SUPPLY THOSE WHICH ARE CHECKED)**

- Historic Structure Report
- Architectural Documentation
- Historic Documentation
- Archeological Documentation

**V. APPLICANT'S CERTIFICATION**

I, \_\_\_\_\_, as legal representative of the Applicant,  
\_\_\_\_\_, do certify that I have reviewed and approved the plans  
and specifications for this project. Furthermore, I understand that failure to conduct the project according to the  
approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**VI. PROJECT PROFESSIONAL'S CERTIFICATION**

I, \_\_\_\_\_, as legal representative of the Firm  
\_\_\_\_\_, do certify that I am familiar with the Texas Historical  
Commission's Rules of Practice and Procedure and Secretary of the Interior's Standards for the Treatment of  
Historic Properties. Furthermore, I understand that failure to conduct the project according to the Rules, Standards,  
approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Texas Historical Commission  
Division of Architecture  
P.O. Box 12276  
Austin, TX 78711-2276  
512.463.6094  
fax 512.463.6095  
architecture@thc.state.tx.us



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