
CITY OF PORT LAVACA

COUNCIL MEETING: MARCH 13, 2023

AGENDA ITEM __

DATE: 3.09.2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: NEW ILLUMINATED OUTDOOR SIGNS (BAUER AND CITY HALL)

BACKGROUND:

There is \$50,000 budgeted in the Capital Improvement plan to replace the message board at the Bauer Community Center. Because the local sign companies in Victoria are not part of any purchasing cooperative, we decided to put together a bid package and advertise for competitive bids for this project and include new signs for City Hall as a separate bid item. The advertisement was put in the local paper and packages were sent to the two Victoria companies as well as other sign companies we were aware of in Houston and San Antonio.

Attached is a bid tabulation of the 4 bids received on March 7, 2023 as well as a copy of the bid package. We did not receive a bid from either of the Victoria firms. The Low Qualified Bidder for the 16mm Bauer Community Center Message Board is Unity Signs Systems, LLC of Houston, Texas, for \$58,472.00. This firm had been recommended by a sign company that had been recommended by Rawley McCoy Architects, but was unable to bid. Because we are already over budget, we are not recommending to go with the higher priced 10 mm display, understanding that the 16 mm is sufficient for quality text, graphics and video for vehicular traffic viewing.

As part of the City Hall upgrade project, we are providing electrical service to the three entrances to City Hall with hopes of replacing the City Hall signs with back-lit lettering. The Low Bidder for these signs was also Unity Signs Systems, LLC with a bid of \$29,250.00 for all three signs. We can deduct \$1,500 from the total if both bids (Bauer and City Hall) are awarded to Unity Signs.

RECOMMENDATION:

- 1) Staff recommends awarding a contract to Unity Signs Systems, LLC to replace the message board at the Bauer Community Center for the Base Bid amount of \$58,472.00, which will require \$8,472.00 from General Fund Reserves.
- 2) The award of the City Hall Improvement project required funds from General Fund reserves in the amount of \$19,500, therefore there are no funds budgeted for these new City Hall signs. One option is to put the old lettering back up for now and budget for this next year, or go ahead and award this contract now using reserve funds. A contract award now would cost \$29,250 less the \$1,500 offered deduct for a total cost of \$27,750.00.
- 3) Believing that a postponement to next Fiscal year would likely increase cost, staff recommends an award of Bid Items 1 and 2 with the offered deduct for awarding both projects, for a total of contract amount of **\$86,222.00**.

ATTACHMENTS:

- Bid Tabulation
- Bid Package

CITY OF PORT LAVACA											
NEW ILLUMINATED OUTDOOR SIGNS BID FORM											
BID DATE: MARCH 07, 2023 2:00 PM											
ITEM NO.	DESCRIPTION	QTY	UNIT	TOTAL PRICE							
				Atlas Sign Services, Inc		Fusion LED Inc dba Sign-Express		Comet Signs, LLC		Unity Signs Systems, LLC	
BAUER COMMUNITY CENTER MESSAGE BOARD				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	Remove existing double sided message board and install NEW double sided all color 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing.	1	LS		\$ 69,800.00		\$ 57,745.89		\$ 75,098.00		\$ 58,472.00
1A.	Additional cost for 10 mm (inlieu of speccified 16mm)	1	LS		\$ 6,100.00		\$ 8,802.46		\$ 6,837.00		\$ 6,178.00
SUBTOTAL FOR BAUER COMMUNITYCENTER MESSAGE BOARD ITEM 1 PLUS 1A					\$ 75,900.00		\$ 66,548.35		\$ 81,935.00		\$ 64,650.00
CITY HALL EXTERIOR SIGN											
2.	Install NEW LED backlit Halo Logo and Lettering on City Hall building per plans.	3	EA	\$ 15,616.67	\$ 46,850.00	\$ 13,374.05	\$ 40,122.15	\$ 13,731.33	\$ 41,194.00	\$ 9,750.00	\$ 29,250.00
TOTAL OF BID ITEMS 1 AND 2					\$ 116,650.00		\$ 97,868.04		\$ 116,292.00		\$ 87,722.00
TOTAL OF BID ITEMS 1+ 1A+ 2					\$ 122,750.00		\$ 106,670.50		\$ 123,129.00		\$ 93,900.00
3. If Bidder is awarded a contract for both the Bauer Community Center Message Board AND the City Hall Exterior Signs, then deduct the following amount from the sum of Bid Items 1 and 2.					\$0.00		\$0.00		\$ 4,140.00		\$ 1,500.00
HIGHEST AMOUNT BID on which the 5% Bid Bond is based (Sum of Bid Items: 1+2-3)					\$ 116,650.00		\$ 97,868.04		\$ 112,152.00		\$ 86,222.00
TOTAL 1+1A+2-3				\$	122,750.00	\$	106,670.50	\$	118,989.00	\$	92,400.00
BID BOND					5%	NO BID BOND			5%	\$4312 -ok!	
CALENDAR DAYS					130		-		180	60* (but may be up to 16 weeks delivery of message board due to supply chain issues)	

ADVERTISEMENT FOR BIDS

PROJECT: CITY OF PORT LAVACA: NEW ILLUMINATED OUTDOOR SIGNS

BID DATE AND TIME: March 7, 2023 – 2:00 pm

Sealed bids for the above referenced project shall be received by the City Secretary's Office, 202 North Virginia, Port Lavaca, Texas 77979 until 2:00 p.m., Tuesday, March 7, 2023. All bids will be publicly opened and read aloud immediately thereafter.

Said Bids shall be submitted on the Bid Form provided in the Bid Documents and shall be sealed in an envelope clearly marked **"SEALED BID – CITY OF PORT LAVACA: NEW ILLUMINATED OUTDOOR SIGNS - DUE BY 2:00 p.m., March 7, 2023."** Bids received after this time shall be returned unopened.

To receive a PDF copy of the Bid Documents and/or arrange for a site visit, contact the Derrick Smith, Director of Development Services at dsmith@portlavaca.org, or by calling 361-408-0193. Hard copies of the Bid Documents are available for pickup or review at City Hall, 202 N. Virginia St., Port Lavaca, Texas or calling 361-552-9793.

A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to the City of Port Lavaca or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

The CITY OF PORT LAVACA reserves the right to hold all bids for 30 days without action, to reject any and all bids, to waive informalities in the bidding, and to require statements of evidence of bidder's qualifications and experience including financial statements.

The CITY OF PORT LAVACA is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency. Small and minority business, women-owned business enterprises, and labor surplus area firms are encouraged to submit bids.

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PLANS:	
	Bauer Community Center - Photo of existing Message Board
	City Hall – Exterior Elevations
	City Hall – Exterior Signage Dimensions
	City Hall – Detail A7

INSTRUCTIONS TO BIDDERS

- 1.0 LOCATION OF THE PROJECT: The project is located in the city of Port Lavaca, Texas. Bid Item 1 is at the Bauer Community Center at 2200 SH 35 North and Bid Item 2 is at City Hall 202 N. Virginia Street.
- 2.0 GENERAL DESCRIPTION OF THE PROJECT: The work to be accomplished under the provisions of these Contract Documents are described in the bid form and on the plans.
- 3.0 DELIVERY OF BID:
 - 3.1 Facsimile transmittal of bids will ***not*** be accepted under any circumstances. Bid proposals must be mailed, hand delivered, or delivered by courier and received by the City Engineer's office before the stated date and time.
 - 3.2 All bids received by the City of Port Lavaca after the stated date and time will not be opened, read, or recorded and will be returned unopened.
 - 3.3 Bids shall be submitted on the Bid Form provided in Section 0300, sealed in an envelope and clearly marked "SEALED BID – 2023 – NEW ILLUMINATED OUTDOOR SIGNS - DUE BY 2:00 PM, MARCH 7, 2023"
 - 3.4 A Bid Bond issued by an acceptable surety in the amount of 5% of the maximum bid submitted must accompany each bid. A certified check or cashiers check payable to the City of Port Lavaca may be submitted in lieu of the Bid Bond.
 - 3.5 The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance and bonds required within 15 days after he has received Notice of Acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.
- 4.0 OBLIGATION OF BIDDER: At the time of the opening of the bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.
- 5.0 TIME OF COMPLETION:
 - 5.1 Time of completion of this Contract is of importance to the City and may be considered in the award of the Contract. Payments on the Contract will be made as provided by the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contract, until final completion and acceptance by the City. If there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions of time within the same month as the delay occurs. His/Her failure to make such request within the above time limit may void the possible extension of the Contract time of completion. The City

Manager will be the judge as to whether a time extension is to be granted and so notify the Contractor.

5.2 Liquidated Damages:

Contractor shall pay Liquidated Damages in the amount of Two Hundred Dollars (\$200) per each calendar day that the date of substantial completion exceeds the contract completion date.

6.0 RIGHTS OF THE CITY OF PORT LAVACA:

6.1 The City of Port Lavaca reserves the right to separate and accept or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements.

6.2 The City of Port Lavaca reserves the right to reject any or all bids submitted, to waive any formalities or irregularities and to make whatever award is in the best interest of the City of Port Lavaca.

7.0 BONDS: Statutory Bonds for performance of the contract and for payments of mechanics and materials will be required in accordance with Article 5160, Vernon's Texas Civil Statutes, in an amount equal to 100% of the accepted bid amount.

8.0 TAX EXEMPTIONS: The City of Port Lavaca is exempt from State Tax and Local Tax. DO NOT include tax in your bid. Tax exemption certificates will be furnished upon request.

9.0 PAYMENT PROCEDURES: The City of Port Lavaca will accept requests for partial payment on a monthly basis for 90% of the Work completed (with the balance being retainage.) Retainage shall be held until 100% of all the authorized work is completed and the contractor has submitted an "Affidavit of all Bills Paid" to the City.

10.0 STATEMENT OF QUALIFICATIONS: IF the Bidder has not performed a similar scope of work for the City of Port Lavaca within the past 5 years, the Bidder must complete and submit with the Bid the provided Statement of Qualifications,.

END OF SECTION

BID FORM

Bidding Firm: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Project: 2023 - NEW ILLUMINATED OUTDOOR SIGNS

1. Pursuant to and in compliance with the Advertisement for Bid and the proposed Contract Documents dated February 15, 2023 related to the above referenced project, the undersigned hereby proposes and agrees to fully perform all Work as specified or indicated in, and in strict accordance with the proposed Contract Documents, and addenda hereto, within the time stated herein for the following prices:

We propose to furnish all labor, equipment, and all other things necessary to construct the following:

BID ITEM	EST. QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
BAUER COMMUNITY CENTER MESSAGE BOARD					
1.	1	LS	Remove existing double sided message board and install NEW double sided all color 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing.		
1A	1	LS	Additional cost for 10 mm (inlieu of speificed 16mm)	\$ _____	\$ _____
				\$ _____	\$ _____
CITY HALL EXTERIOR SIGNS					
2.	3	EA	Install NEW LED backlit Halo Logo and Lettering on City Hall building per plans	\$ _____	\$ _____

3. If Bidder is awarded a contract for both the Bauer Community Center Message Board AND the City Hall Exterior Signs, then deduct the following amount from the sum of Bid Items 1 and 2.

\$ _____

HIGHEST AMOUNT BID on which the 5% Bid Bond is based (Sum of Bid Items: 1A+2-3) \$ _____

2. If awarded a contract, the undersigned will provide proof of insurance coverage, a 100% Payment and Performance Bond, as applicable, and execute the Service Agreement with the City of Port Lavaca within 15 days after the Notice of Award. It is agreed that this bid shall remain subject to the acceptance by the City of Port Lavaca for a period of thirty (30) days from the bid opening date.

3. Enclosed is a Certified Check or Bid Bond in the amount of 5% of the highest amount bid.
4. The undersigned BIDDER agrees to the following:
 - A. To perform all Work with skilled craftsmen experienced in the applicable trades and in conformance with the plans and specifications.
 - B. To complete the Work within _____ calendar days from the Notice to Proceed.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all Contract Documents and the following Addenda, receipt of which is hereby acknowledged.
Addendum No. _____
Date Rec'd: _____
 - B. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation. BIDDER has not directly or indirectly solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Port Lavaca.
6. A completed Bidder's qualification statement is attached (required only from bidders who have never performed a similar scope of work for the City of Port Lavaca within the last 5 years.)
7. Communication about this BID shall be directed to the BIDDER'S address indicated above.

SUBMITTED this _____ day of _____, 2023.

By _____
Signature

Title

Seal if Bidder is Corporation

STATEMENT OF BIDDER'S QUALIFICATION

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. (attach additional sheets as necessary)

Date: _____

Bidder: (Legal Name of Firm) _____

Address: _____ website (if applicable): _____

Check which applies: () Corporation () Partnership () Individual () Joint Venture () Other

- Number of years has your organization been in business as a Contractor? _____
- Number of years your organization been in business under its present name? _____
- List all other names under which your business has operated in the last 10 years.

List the categories of work that your organization normally performs with its own forces.

Total Staff employed by firm (break down by managers and trades)

Has your organization ever failed to complete any work awarded to it? (If yes, provide details)

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes, provide details)

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years? (If yes, provide details)

On a separate sheet, list at least 3 clients of recurring mowing projects your firm has had in the past 3 years, comparable in size or greater to the scope being bid. Provide name of owner with valid contact information, and dates of contract.

On a separate sheet, list all of the equipment owned by Bidder that will be used to complete the scope of this bid if one or more areas are awarded.

Bidder

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS CONTRACT is made, and entered into this the _____ day of _____ 2022, by and between the CITY OF PORT LAVACA, a political subdivision of the State of Texas, (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after setting forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the Bid Scope and Specifications identified herein as "Exhibit A" and the PROPOSAL dated _____ identified herein as "Exhibit B". The Contract Amount is hereby established at \$ _____. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.
2. **CONTRACT TERM:** This contract term shall be for one (1) year from the start date and includes two (2) each options to extend the contract for one (1) year, if mutually agreed by both parties within 90 days of the date of expiration.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit requests for payment no more often than a monthly basis.
4. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license and any and all other fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes. CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the Texas Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

Additionally, CONTRACTOR shall maintain, at its expense, the minimum insurance coverage REQUIRED IN Section 00820 of the contract documents and include a waiver of subrogation:

CONTRACTOR, upon execution of this Agreement, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage and shall show the CITY OF PORT LAVACA as Additional Insured. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Texas Department of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in the State Courts in Calhoun County in the State of Texas.
8. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall be beginning upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

The CITY may terminate this Agreement for any reason at any time by written notice. The notice shall specify the date upon which such termination becomes effective and the CITY shall pay the Contractor for Services rendered prior to the effective date of termination.
9. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
10. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented, including but not limited to HB 89, requiring the contractor to state that it does not and will not boycott Israel for the term of the contract. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
11. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
12. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
13. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
14. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
15. **ENTIRE CONTRACT.** This Contract, including Exhibit A and B, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
16. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
17. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

18. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

19. WRITTEN NOTICE TO PROCEED. The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via email followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

20. AMENDMENTS. This Agreement shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Agreement to be executed by their duly authorized officer or agent.

CITY OF PORT LAVACA

202 N. Virginia St.
Port Lavaca, Texas 77979
361-552-9793

By: _____

Printed Name: _____

Title: _____

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

00820

BOND AND INSURANCE REQUIREMENTS

- 1.0 Prior to commencement of the Work, CONTRACTOR shall comply with the following Insurance requirements:
 - 1.1 Furnish the CITY OF PORT LAVACA with a Certificate of Insurance, containing a THIRTY-DAY CANCELLATION CLAUSE, showing CONTRACTOR as the named insured, naming "CITY OF PORT LAVACA" AS ADDITIONAL INSURED and showing at least the following coverages:
 - 1.1.1 Workman's Compensation and Employers' Liability:
State and Federal Statutory Limits
 - 1.1.2 Bodily Injury and Property Damage: \$1,000,000.00 Combined Single Limit Each Occurrence/Policy Aggregate
 - 1.1.3 Comprehensive General Liability: Shall include, but not be limited to, Independent Contractor's Liability; Contractual Liability; Completed Operations and Products Liability, all on an occurrence basis, with Personal Injury Coverage and broad form Property Damage, with XCU exclusions eliminated. Completed Operations Liability shall be kept in force for at least one (1) year after the date of final completion.
\$1,000,000.00 each occurrence; \$2,000,000.00 Aggregate
 - 1.1.4 Automobile Liability: CONTRACTOR shall have (or purchase) and shall maintain in force during the duration of the Work, coverage for cars and trucks owned, rented, hired, or leased, and others of non-ownership nature used by employees in and around or in connection with the particular contract. Coverage shall have at least the following limit:
Combined Single Limit: \$1,000,000.00
 - 1.1.5 No deductible on any coverage in excess of \$500.00 per occurrence is acceptable.
 - 1.2 In the event that the CITY OF PORT LAVACA is notified of cancellation of all or any part, the CITY OF PORT LAVACA may stop all Work on the Contract or secure insurance at its will and charge CONTRACTOR the cost thereof, deducting the cost from CONTRACTOR's Contract Amount.
- 2.0 If the Contract Amount is equal to or exceeds \$50,000, (or as otherwise stipulated by Texas statute), Contractor shall, prior to commencement of the Work, provide a Payment Bond, and if the Contract Award is \$100,000 or greater, a Performance Bond, each in the amount of 100% of the Contract Amount, in accordance with Article 5160 of Vernon's Texas Civil Statutes.

END OF SECTION

SUMMARY OF WORK

1.0 GENERAL

1.1 Work under this contract consists of the following:

BID ITEM 1: BAUER COMMUNITY CENTER MESSAGE BOARD

- Remove and dispose of the existing double-sided message board
- Install double sided FULL COLOR 16 mm LED electronic message board with lifetime communication and lifetime data plan. Size to match existing: approximately 4'-8" x 14'-7" (Alternate Bid for 10 mm)

BID ITEM 2: CITY HALL

- Install LED halo-illuminated individually mounted stainless steel letters and stainless steel logo mounted with zinc fasteners directly to the wall per the plans. (3 Locations)

1.2 Contractor's use of premises:

- A. Contractor shall not unreasonably encumber the jobsite with materials and equipment.
- B. Contractor shall assume full responsibility for the protection and safekeeping of the materials, equipment, tools, and other products stored on the premises.
- C. Contractor shall limit his operations to within the designated City property. Contractor may have use of a designated area at the City Public Works warehouse for delivery of materials. Contractor shall obtain and pay for the use of any additional storage or work areas needed for operations.
- D. Contractor shall take all precautions as necessary to protect the construction and the public during the construction period.
- E. It is the Contractor's responsibility to protect all public and private property against damage by the construction process. If the site and/or adjacent structures, trees, shrubs, etc. are damaged by the construction, it shall be repaired by the Contractor at no cost to the City to the satisfaction of the City Manager.

1.3 Safety: All work shall be performed in strict accordance with all local, state, and federal laws governing occupational safety and health.

2.0 PRODUCTS

- 2.1 All products and materials shall be equal to those manufactured by Daktronics, 201 Daktronics Dr. Brookings, SD 57006
- 2.2 All fasteners shall be stainless steel or Zinc-plated.

3.0 EXECUTION

- 3.1 Installation shall equal or exceed industry standards for this type of construction.

BAUER COMMUNITY CENTER MESSAGE BOARD – BID ITEM 1

Message Board approximate dimensions: 4'-8" x 14' 7"

2300 SH 35 North, Port Lavaca, Texas 77979

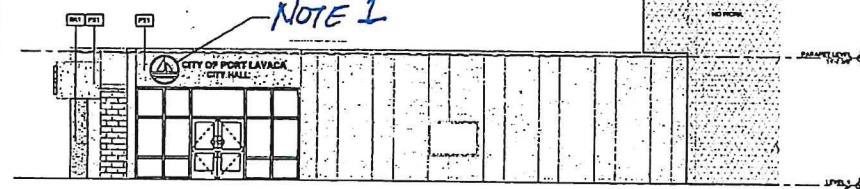


CITY HALL - BID ITEM 2.
202 N. VIRGINIA ST.
PORT LAVACA, TX

ELEVATION LEGEND

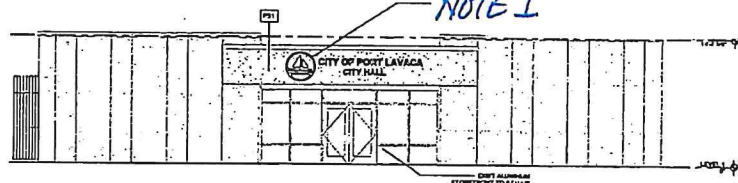
- DRYER OVER CEILING BOARD - DRY
- DRY AND MOIST PLASTER - PAINT - P1
- BRICK - BR1 (MODULAR)
- PREPARED METAL - PM1
- GRANITE GLAZING INFILL PANEL - GP1

NOTE 1



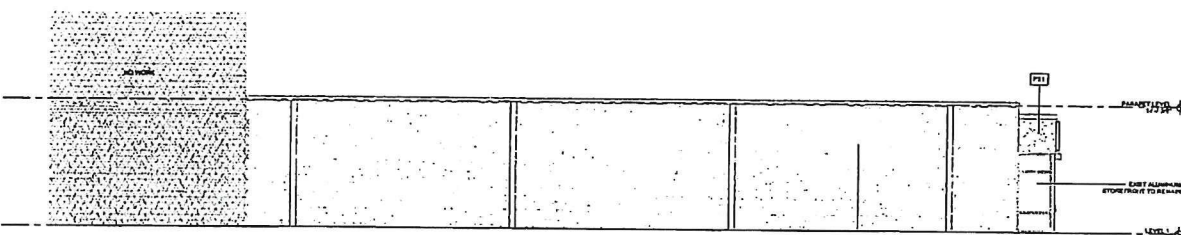
L1 EAST ELEVATION
 3/8" = 1'-0"

NOTE 1



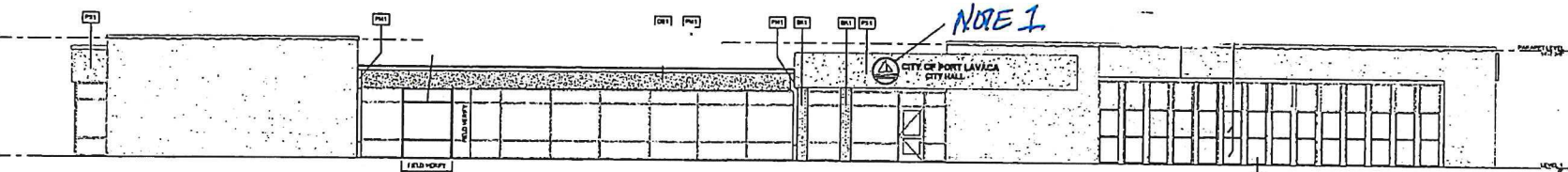
H1 WEST ELEVATION
 3/8" = 1'-0"

NOTE 1: LIGHTED EXTERIOR SIGNAGE
JUNCTION BOX, CONDUIT, BREAKER AND
CONDUCTORS ABOVE CEILING PROVIDED
BY OTHERS. SEE DETAIL A7.



D1 NORTH ELEVATION
 3/8" = 1'-0"

NOTE 1



A1 SOUTH ELEVATION
 3/8" = 1'-0"



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 LICENSE NO. 12345
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 Construction



08/2022

CITY HALL MASTER PLAN - CITY OF PORT LAVACA
PHASE 2: ENTRY, PATIO & EXTERIOR RENOVATIONS
 PORT LAVACA, TEXAS

DATE REVISED
 8/16/2022

PROJECT NUMBER
 20A-101

PLAN
 SECTION
 TRUE
 NORTH

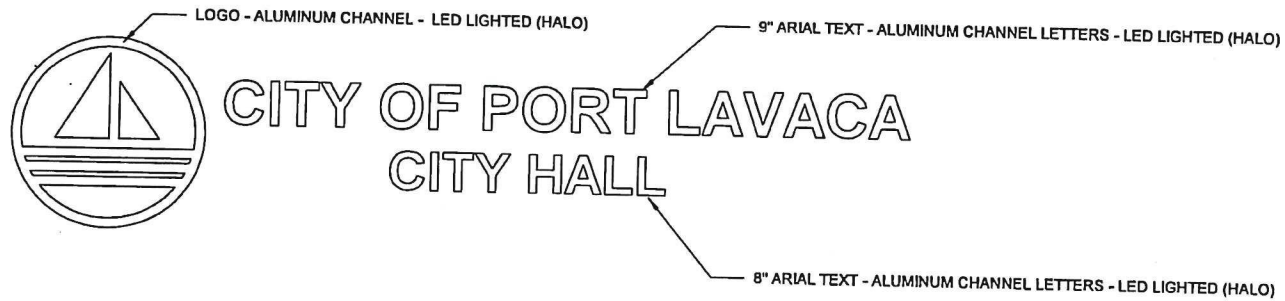
SHEET NAME
 EXTERIOR
 ELEVATIONS

SHEET NUMBER

A4.1

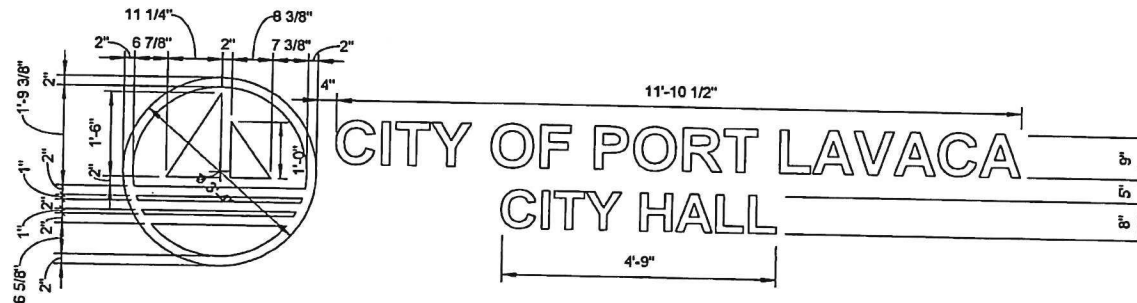
EXTERIOR SIGNAGE

L1.4



1 EXTERIOR SIGNAGE ELEVATION (3 LOCATIONS)

1/2" = 1'-0"



2 SIGNAGE DIMENSIONS

1/2" = 1'-0"

02/03/23

1/2" = 1'-0"

PHASE 2: ENTRY, PATIO & EXTERIOR RENOVATIONS
CITY HALL MASTER PLAN - CITY OF PORT LAVACA



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THIS DOCUMENT IS INCOMPLETE AND IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

LIGHTED EXT.
SIGN - THIS
CONTRACT

4" x 4" STEEL ANGLES WELDED TO
EXISTING STEEL STRUCTURE @ 4'-0" O.C.

REWORKED EXISTING
CEILING GRID AND NEW
CEILING TILE SPEC

2 1/2" X 2 1/2" VERTICAL STEEL ANGLES WELDED
TO 4" X 4" STEEL ANGLES AT 4'-0" O.C.

NEW PLASTER AND METAL LATH ATTACHED TO
VERTICAL STEEL ANGLES. REF 'S' SHTS - PAINT

C6 X 8.2 STEEL CHANNEL NOTCHED AND
WELDED TO 2 1/2" STEEL ANGLES. REF 'S' SHTS

NEW PLASTER AND METAL LATH SOFFIT
ATTACHED TO NEW STEEL ANGLES. REF 'S' SHTS

NEW PLASTER AND METAL LATH SOFFIT
ATTACHED TO EXISTING STEEL ANGLES

PROVIDE JUNCTION BOX ABOVE CEILING FOR LIGHTED SIGNAGE BY OWNER. PROVIDE
GALV THINWALL (EMT) CONDUIT W/ WATERTIGHT DIE CAST INSULATED THROAT TYPE
COMPRESSION FITTINGS AND CONDUCTOR BACK TO NEAREST ELECTRICAL PANEL
WITH OPEN SPACE FOR A NEW CIRCUIT AND INSTALL APPROPRIATELY SIZED BREAKER.
COORDINATE JUNCTION BOX LOCATION, CONDUIT AND CONDUCTOR SIZE, BREAKER
SIZE ETC. WITH OWNERS SIGNAGE CONTRACTOR FOR COMPLETE INSTALLATION

EXISTING STORM SHUTTER SYSTEM RELOCATED
TO NEW ALUMINIUM STOREFRONT SYSTEM

ALUMINIUM STOREFRONT AS SPEC

*
PROVIDED
BY OTHERS.

A7 STOREFRONT SECTION - UTILITY OFFICE
3/4" = 1'-0"

CITY HALL (BID ITEM 2.)
3 LOCATIONS.