

**CITY OF BEAUMONT
BEAUMONT, TEXAS**

BID FOR: ASBESTOS ABATEMENT OF 1086 MAGNOLIA

BID NUMBER: Mi0309-29

BIDS DUE: WEDNESDAY, MARCH 11, 2009 AT 10:00 A.M.

PRE-BID MEETING: A MANDATORY PRE-BID MEETING WILL TAKE PLACE
FRIDAY, MARCH 6, 2009 AT 9:00 A.M. ON SITE AT
1086 MAGNOLIA, BEAUMONT, TEXAS.

SUBMIT BID TO: This is an INFORMAL BID and must be submitted to:

Purchasing Office / City Hall
City of Beaumont
801 Main St., Suite 315
Beaumont, TX 77701

You may submit your bid by mail, in person,
or by fax to 409-880-3747.

PURCHASING DIVISION

For Bid Results Monday - Friday, 8:00 a.m. to 5:00 p.m., call 409-880-3720.

www.cityofbeaumont.com/purchasing

INSTRUCTIONS TO BIDDERS

ASBESTOS ABATEMENT

1.0 General

This contractor shall provide all labor, material and equipment necessary to complete all work as specified herein and indicated in drawings. Work included but not limited to as follows: removal and disposal of asbestos containing materials existing at 1086 Magnolia , Beaumont, Texas.

Please Note: These structures listed herein are considered public buildings as defined by the Texas Department of State Health Services (DSHS). DSHS shall receive written notification that has been postmarked or hand delivered at least ten (10) working days prior to commencing any abatement or demolition activities. Contractor is responsible for preparing and submitting the notification to DSHS. Contractor shall submit DSHS notification within 5 business days of bid opening. DSHS ARU fees will be paid by the City. Contractor shall forward a copy of notification to City and consultant without delay. Once DSHS notice is received by the City, a Notice to Proceed and Purchase Order will be issued to contractor.

The City's contracted Asbestos Consultant will be responsible for performing ambient air monitoring per DSHS regulations, as applicable. The Contractor will be responsible for all personnel monitoring as required by OSHA. Failure to commence work or provide a minimum 24 hour notice will result in charge's for City's consultant to be deducted from fees due to Contractor.

2.0 Time and Place of Bid Opening

Bids will be received in the Purchasing Office, City Hall, 801 Main Street, Suite 315, Beaumont, Texas, until **Wednesday, March 11, 2009 AT 10:00 a.m.** for Asbestos Abatement of 1086 Magnolia, Beaumont, TX.

A Mandatory Pre-Bid meeting is scheduled for Friday, March 6, 2009 AT 9:00 a.m. on site at 1086 Magnolia, Beaumont, TX.

3.0 Bidder's Check List

Bids shall include:

- ☐ Completed Bid Sheet (all pages)
- ☐ Conflict of Interest Questionnaire and Statement
- ☐ Bidder Qualifications, Item 13.0 (unless submitted on previous bid(s))
- ☐ Insurance Requirement Affidavit
(unless certificates already on file with City of Beaumont Purchasing Office)

- 4.0** Questions concerning asbestos removal should be addressed to All Points Environmental, LLC, by calling 409-842-4094.

5.0 Execution of Agreement

The Form of Agreement which the successful bidder, as Contractor, will be issued consist of the following:

- Contractor's Bid
- Specifications
- Notice of Award
- Notice to Proceed
- Purchase Order

6.0 Examination of Specifications and Site Work

Before submitting a bid, each bidder shall read the specifications and visit the site of the work. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed and bid a sum to cover all costs of all items necessary to perform the work as set forth in the bid documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

7.0 Interpretation of Contract Documents Prior to Bidding

- A. If any person contemplating submitting a bid for construction of the work is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in or omissions from any part of the contract documents, he may submit to the City a written request for interpretation thereof not later than seven (7) days before bids will be opened. The person submitting the request shall be responsible for its prompt delivery.
- B. Any interpretation or correction of the contract documents will be made only by Addendum and will be mailed or delivered to each bidder of record. The City will not be responsible for any other explanations or interpretations of the contract documents.

8.0 Sales Tax

- A. Materials and equipment incorporated into this project are exempt (in accordance with Article 20.04 (h) (4) of the Texas Limited Sales Tax Law) from the State Sales Tax, provided: The contract is drawn segregating the cost of material and installed equipment from the cost of labor, Contractor's equipment, overhead, profit and or other cost of the contract; the Contractor procures a limited Sales Tax permit from the Comptroller of Public limited Sales Tax permit from the Comptroller of Public Accounts; the Owner issues a letter of exemption to the Contractor for the project; the Contractor delivers a Resale Certificate to his supplier in lieu of paying the State Sales Tax for each item purchased for incorporation into this project.
- B. This project is also exempt from City of Beaumont Sales Tax.

- C. Subcontractors may follow this same procedure in purchasing materials or equipment which are to be incorporated into the construction.
- D. Tools, scaffolding, form lumber, fuel and other items relating to but not actually a part of the construction are not exempt from the State Sales Tax. The Owner will issue a Letter of Exemption for this project, but will accept no responsibility for the proper performance by the Contractor or his subcontractors of the procedures necessary to insure exemption of payment of the tax.

9.0 Wage Rates

There shall be paid on the project not less than the general prevailing rates of wages in the locality of the project.

10.0 Section 7 Citizens Given Preference in Employment

Except as herein otherwise provided, qualifications being equal, citizens of Beaumont shall be given preference in employment by the City as well as by any Contractor doing work for the City under contract, and such contractors shall pay the prevailing rate of wages paid for the class of work done; and qualifications, prices and quality of materials being equal, citizens of Beaumont shall be given preference in the awarding of all contracts over which the City has jurisdiction, provided that this section shall not interfere with the system of purchasing supplies for the various departments by competitive bidding.

11.0 Withdrawal of Bids

- A. Any bidder may withdraw his bid, either personally or by written request, at any time prior to scheduled time for opening bids.
- B. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening thereof, and all bids shall be subject to acceptance by the City during this period.

12.0 Award or Rejection of Bids

The contract, if awarded, will be awarded to the responsible bidder having sufficient ability to perform this contract as stated in conjunction with the lowest price. The bid will be awarded based on the criteria listed below.

12.1 Capability and experience of the Contractor,

12.2 Price, and

12.3 **Completion Time**

- A. Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.

- B. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the General Conditions or Specifications. Owner may conduct such investigations as may be deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not meet any such evaluation to Owner's satisfaction.
 - C. If a contract is to be awarded, it will be awarded to the lowest responsible bidder whose evaluation by Owner indicates to the Owner that the award will be in the best interests of the Project.
 - D. It is expected that the Owner's evaluation of bids and award of contract will be made as set forth in the Invitation for Bids. The successful bidder will be issued a Notice of Award or Notice to Proceed.
- 13.0** Bidders shall furnish evidence satisfactory to the City that he has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. Bidder shall include the following information to describe the experience and capability factors of the company:
- A. Number of years in operation.
 - B. Kind of company, i.e., corporation, partnership or sole proprietor. If corporation, please list names and addresses of three top corporate officers. If partnership, please list names and addresses of partners.
 - C. Gross revenues of past two years.
 - D. Largest dollar amount of contract currently in effect with a business.
 - E. References from at least three businesses with whom your company has completed similar type work within the last three (3) years. Name, address, phone number and contact person shall be stated for each reference. If possible, references should include at least one contact of similar type, size and price of this contract.
 - F. Number of employees currently employed.
 - G. List of equipment typically used by your company on a project of this scope.

14.0 Insurance Requirements

The successful bidder shall, within five (5) working days after award of contract, furnish the City

with proof of insurance as stated in Attachment A of agreement. The Insurance Requirement Affidavit shall be submitted with bid.

- A. A certificate of insurance, or a copy of the insurance policies, shall be furnished to the City within five (5) working days after the award of bid.
- B. The City shall be named as additional insured on all policies. Should any insurance required by this contract lapse, the Contractor shall immediately cease all operations as of the time and date of such lapse and shall not resume any operations until authorized in writing by the City. If the lapse period extends ten (10) calendar days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.
- C. This project does not require contractor to have Builder's Risk insurance.

15.0 Indemnity

Contractor agrees to indemnify and save harmless the City of Beaumont and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, including acts or omissions of the City of Beaumont or its officers, agents or employees in connection with said contract.

16.0 Contractor's Superintendent

The Contractor shall designate a responsible member of his organization to remain full-time at the project site during the progress of the work.

- A. Identity and qualifications of the Contractor's designated superintendent shall be submitted immediately after bid award and shall be subject to City approval.
- B. Contractor shall retain the same individual as supervisor throughout the term of the contract unless the individual's employment is terminated by Contractor or a substitute is requested by City.

17.0 Subcontractors

- A. The successful bidder shall furnish the City immediately after the bid opening a written list of names of the subcontractors proposed for each principal portion of the work. If possible, submit Schedule C indicating MBE Subcontractors with bid. The Contractor shall comply with the City of Beaumont MBE policy.
- B. The Contractor may change a subcontractor on the list with prior approval in writing by the City.

18.0 Permits

A City Building Permit is required for all City construction projects. Fees for the required demolition permit will NOT be waived.

19.0 Work Schedule and Completion Days

Work shall be coordinated with the City's Demolition Coordinator. Contractor shall complete abatement project within the days specified for each project. Failure to complete project within specified time may result in liquidated damages of \$750 per day.

20.0 Material Quantities

Contractor shall determine material quantities required to properly provide the Work as specified and shall be totally responsible for the accuracy of his total quantities. No requests for Change Orders will be considered due to errors by the Contractor.

21.0 Quality Assurance

A. Materials and Equipment - Best quality grade materials and equipment as regularly manufactured by approved manufacturers shall be provided. Materials and equipment not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.

B. Workmen and Workmanship:

- (i) Only thoroughly trained and experienced craftsmen who are completely familiar with the materials and equipment specified, the manufacturer's recommended methods of installation, and all governing codes and regulations shall be employed to perform the work. Allowances will not be made for lack of skill on the part of the workmen when accepting or rejecting the Work.
- (ii) Work performed by all craftsmen shall be in a first class workmanlike manner and shall be in strict accordance with the manufacturer's recommendations and all overning codes and regulations.

22.0 Material Handling

- A. Materials Approval** - Bidders shall submit supporting technical data with their bid, if equipment is other than specified. The data shall be submitted for approval seven (7) days prior to the bid opening date and submitted with the Bid Form for the bid opening. All items submitted as an "or equal" shall be cross-listed with the item it is replacing, listing the model number, manufacturer and with a complete set of construction drawings and specifications.
- B. Protection** - Contractor shall be solely responsible for all materials delivered to him for all parts of the Work until final acceptance of the work, and shall be liable for all losses or damages thereto which may occur during the progress of the installation and before final acceptance. The Contractor shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.
- C. Replacements** - Contractor shall be totally responsible for the quality of the merchandise

delivered to the job site. All materials shall not be deficient in quality or workmanship. Contractor shall promptly remove and replace any and all materials found to be deficient in any way and shall take full responsibility for any delays or shortages.

- D. **Materials Storage and Delivery** - Contractor shall be responsible for storing all materials and for delivering the materials to the job site as needed. All materials shall be delivered to the job site in original, new and unopened packages and crates bearing manufacturer's name and label. City shall not be responsible for any materials or equipment that are left on the job site.

23.0 Clean-up

- A. During the progress of the work, Contractor shall remove all discarded materials, rubbish, and debris from the job site daily. Work areas shall be kept clean and safe at all times.
- B. It is required that the Contractor dispose of all hazardous waste which is generated from this project in accordance with all federal, state and local laws, codes and regulations and shall bear all costs related to permits, licenses, containment, transportation or other related fees.
- C. No asbestos containing materials, whether hazardous or classified as nonhazardous, will be accepted at the Beaumont Landfill.

24.0 Final Payment

Payment shall be made upon acceptance of the work.

- 25.0** Please refer to the Scope of Work that follows for further clarification of these specifications.

- 26.0** If additional information is needed, please contact the following:

Sara Parker, Buyer II
Purchasing Division
City of Beaumont

Physical Address:

801 Main St., Suite 315, Beaumont, TX 77701

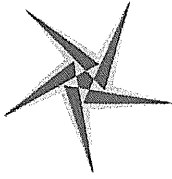
Mailing Address:

P.O. Box 3827, Beaumont, TX 77704-3827

Phone # (409) 880-3757

Fax # (409) 880-3747

E-mail: sparker@ci.beaumont.tx.us



All Points Environmental, LLC.
Asbestos Consulting • Industrial Hygiene • Safety
Indoor Air Quality • Training • Environmental

<http://www.allpointseenviro.com>

THE CITY OF BEAUMONT

ASBESTOS MATERIAL IDENTIFICATION SURVEY

*

**1086 MAGNOLIA
BEAUMONT, TEXAS
77701**

December 12, 2008

ALL POINTS ENVIRONMENTAL, LLC
1245 WEST CARDINAL DRIVE
BEAUMONT, TEXAS 77705
409-842-4094

PROJECT NO: 121208002

THE CITY OF BEAUMONT

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ASBESTOS MATERIAL IDENTIFICATION SURVEY

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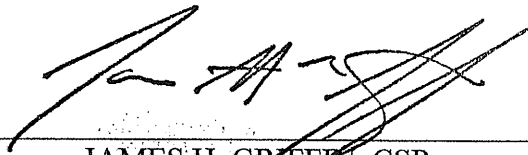
**1086 MAGNOLIA STREET
BEAUMONT, TEXAS**

DECEMBER 12, 2008

REPORT PREPARED BY



KAREY ROBINSON
BRANCH MANAGER



JAMES H. GRIFFIN, CSP
ASBESTOS CONSULTANT
LICENSE NUMBER 10-5563
EXPIRATION APRIL 25, 2009

ALL POINTS ENVIRONMENTAL, L.L.C
1245 WEST CARDINAL DRIVE
BEAUMONT, TEXAS 77705
409/8424094

JOB PROJECT NO. 121208002

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APPENDIX

Laboratory Reports

APEX Precision Analytical Services, Inc.

1086 MAGNOLIA
BEAUMONT, TEXAS

PURPOSE

1. To determine the presence or absence of asbestos containing materials within the commercial structure located at 1086 Magnolia in Beaumont, Texas. The determination of asbestos content of suspect materials is to be based on the analytical results of bulk material samples.
2. To develop asbestos containing material inventory which identifies the location and quantity of asbestos containing materials.

SUMMARY OF INSPECTION

On December 12, 2008, an asbestos containing material identification survey was conducted by an inspector licensed by the Department of State Health Services, James H. Griffin, (TDH License No. 10-5563).

Bulk samples were collected from various suspect materials. These samples were subsequently submitted to a Department of State Health Services licensed Asbestos Laboratory (APEX Precision Analytical Services, Inc., DSHS License No. 30-0312).

Data necessary to establish an inventory of asbestos containing materials was collected during the field activities.

SUMMARY AND DISCUSSION OF RESULTS

A total of three (3) bulk samples were collected from various materials suspected of asbestos content.

Of the total samples collected, two were reported to contain asbestos concentrations greater than one percent (1%) as determined by PLM visual estimate.

Drywall Materials (No Texture)

Three (3) samples of Drywall Materials were collected. Two (2) of these samples were reported to contain asbestos greater than one percent (1%) as determined by PLM visual estimate.

See Summary of Data for details.

CONCLUSIONS

Asbestos Containing Materials (ACM) requiring regulatory compliance is present within the commercial structure located at 1086 Magnolia in Beaumont, Texas.

SAMPLE COLLECTION AND ANALYTICAL METHODOLOGIES

Bulk samples were collected basis suspected asbestos content.

As bulk samples of suspect materials were collected, a specific sample number was issued. Random numbers from ILA Fisher and F. Yates, Statistical Tables for Biological, Agricultural, and Medical Research, Table XXXIII, Random Numbers, were utilized to reduce the possibility of bias by the laboratory technicians during the analysis phase.

A chain of custody was established for all samples collected to verify transfer of possession.

The laboratories employed to perform analysis of the samples were licensed by the Department of State Health Services to perform the required analysis.

Asbestos content was confirmed or denied by means of Polarized Light Microscopy (PLM) as outlined in the E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA600/R-93 116).

Samples were examined under a stereomicroscope for gross sample appearance and visual estimate of fiber concentration. After homogenizing the samples, a representative portion of each sample was examined under the Polarizing Light Microscope for several characteristics including: (1) Morphology, (2) Pleochroism, (3) Extinction angle and characteristics, (4) Birefringence, (5) Sign of Elongation, and (6) Dispersion staining color.

SUMMARY OF DATA - THE CITY OF BEAUMONT - 1086 MAGNOLIA, BMT, TEXAS

SAMPLE#:	MATERIAL	LOCATION	ASBESTOS %
3844	DRYWALL/ TEXTURE	OFFICE ON LEFT	WHITE & GREEN PAINT- NONE DETECTED TEXTURE- 2% CHRYSOTILE SHEETROCK- NONE DETECTED
3529	DRYWALL/ TEXTURE	OFFICE ON RIGHT	WHIT PAINT- NONE DETECTED DRYWALL- NONE DETECTED
6452	DRYWALL/ TEXTURE	ENTRANCE	WHITE PAINT- NONE DETECTED TEXTURE- 2% CHRYSOTILE SHEETROCK- NONE DETECTED

INVENTORY- THE CITY OF BEAUMONT-1086 MAGNOLIA, BEAUMONT, TEXAS

MATERIAL	LOCATION	QUANTITY	SAMPLE NUMBER	% ASBESTOS
PAINT/TEXTURE /DRYWALL	THROUGHOUT THE BUILDING	APPROXIMATELY 2500 SQUARE FEET	3844 & 6452	2 % CHRYSOTILE

APEX PRECISION ANALYTICAL SERVICES, INC.

AN INDEPENDENT LABORATORY PROVIDING CONVENTIONAL AND ON-SITE ANALYSIS

PLM (Bulk) - Asbestos Analysis Report - Visual ID
(EPA Method 600/R-93-116 Visual Area Estimation)**Client:**

All Points Environmental, LLC
 1245 West Cardinal Drive
 Beaumont, Texas 77705
 409-842-4094
 Contact: Jim Griffin

Report Number: 1208-3430**Report Date: December 17, 2008****Samples Collected: December 12, 2008****Date Received: December 16, 2008****Turn-around time: 24 Hours****Job ID / Site: 121208002 / City Of Beaumont 1086 Magnolia**

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
3844	1208-3430-01A	White, Green / Paint / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	1208-3430-01B	Tan / Texture / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	1208-3430-01C	Tan, White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
3529	1208-3430-02A	White / Paint / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	1208-3430-02B	Tan, White / Drywall / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
6452	1208-3430-03A	White / Paint / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	1208-3430-03B	Tan / Texture / NonFibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	1208-3430-03C	Tan, White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder


 Gary R. Simmons
 Laboratory Manager

Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

NVLAP Lab Code: 200633-0 PLM**TDSHS Asbestos Lab License#: 30-0312 PLM/PCN**

306 West Edgewood Dr., Suite D, Friendswood, Texas 77546 Office (281)648-9918/Fax (281)648-9595 www.apasi.net

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AN INDEPENDENT LABORATORY PROVIDING CONVENTIONAL AND ON-SITE ANALYSIS

PLM (Bulk) - Asbestos Analysis Report - Visual ID
(EPA Method 600/R-93-116 Visual Area Estimation)**Client:**

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3529	1208-3430-02A	White / Paint / NonFibrous / Homogeneous	None Detected	None Detected	Binder
	1208-3430-02B	Tan, White / Drywall / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder
6452	1208-3430-03A	White / Paint / NonFibrous / Homogeneous	None Detected	None Detected	Binder
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	1208-3430-03C	Tan, White / Sheetrock / Fibrous / Homogeneous	None Detected	Cellulose 10%	Binder


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NVLAP Lab Code: 200633-0 PLM**TDSHS Asbestos Lab License#: 30-0312 PLM/PCM**

TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT
SCOPE OF WORK
THE CITY OF BEAUMONT
1086 MAGNOLIA
BEAUMONT, TEXAS

1. The Work of this project will be performed for The City of Beaumont in the commercial structure located at 1086 Magnolia in Beaumont, Texas. The exact scope and limits of the Work are the sole responsibility of the Contractor, and he shall determine and verify all quantities, dimensions, locations, conditions and situations affecting performance of his work and the work area(s).

2. Description of Work

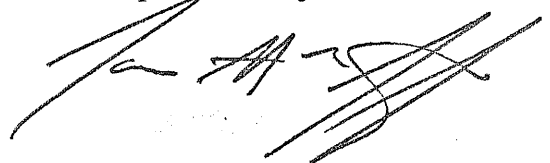
- A. The work specified herein shall include but is not limited to:

1. Preparation of the Project site and Work Area(s)
2. Appropriate preparation of Work Area(s).
3. Abatement of specified and/or required asbestos containing and contaminated materials.
4. Appropriate final clean up of Work Area(s)
5. Proper disposal of asbestos containing waste materials and asbestos contaminated materials.

- B. The work specified herein shall be the renovation of the commercial structure by competent persons licensed, trained, knowledgeable and qualified in the techniques of asbestos abatement. The contractor must comply with all applicable Federal, State and Local regulations and be capable of and willing to perform the work of this Contract.

- C. The Contractor shall supply all labor, material, services, insurance, licenses, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local regulations, contract documents and these specifications.

- D. There are time restrictions for the completing of the work. The Work shall be initiated on the date outlined on the notification to the Texas Department of Health. The completion date will be on or before the date outlined on the notification to the Texas Department of Health except as such date may be extended by delays approved by the Owner in accordance with the terms of the Contract Documents governing the project. Failure to complete the Project

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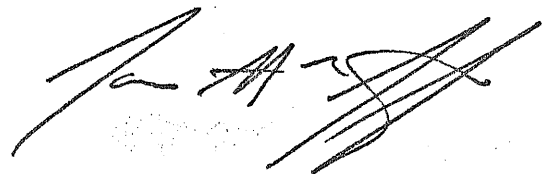
within the time prescribed will subject the Contractor for liquidated damages, as provided in the General Terms and Conditions.

3. Scope of Work – General

- A. It is the intent of the Contract Documents to show all of the required work in a manner, which facilitates efficient bidding procedures and cost effective, well-planned, proficient performance of work.
- B. All items/services usual, customary, or required, whether shown or not, shall be provided by the contractor. This includes compliance with all regulatory requirements whether Local, State, or Federal.
- C. All materials shall be applied and the Contractor shall perform all services in a complete and workman-like manner and in accordance with good practices of the trades involved, irrespective of whether full details of such workmanship or practices are contained herein.
- D. The scope of work shall require the removal and disposal of asbestos containing materials from the commercial structure located at 1086 Magnolia located in Beaumont, Texas. The Base Bid shall be defined as all required work specifically identified in the contract documents, abatement of all materials that are deemed ACM or ACM contaminated, and removal and/or relocation of materials from the site and disposed of properly. The contractor must supply the materials and manpower necessary to perform specified work and decontaminate the affected areas, appropriate to achieve work areas release/clearance criteria. The Bid does not include “additional work” which has not been identified and may be required.
- E. Contractor shall be responsible for the provision of on-site waste container(s) and the appropriate disposal of all ACM and contaminated waste materials in accordance with regulatory requirements.
- F. Contractor shall file appropriate notification amendments or revisions to applicable regulatory agencies as directed by the Consultant or Owner. Contractor shall submit the original 10-day notification and owner shall make all payments applicable to notification fees.
- G. Contractor shall not be responsible for the installation of replacement materials.
- H. Contractor will be responsible for payment of the Personal OSHA air samples.

4. Scope of Work – Detailed

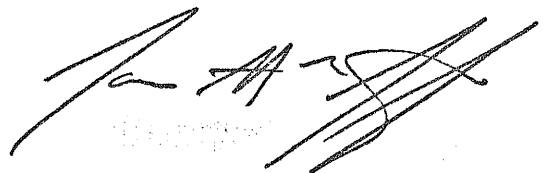
- A. The Commercial structure is scheduled for demolition.

A handwritten signature in black ink, appearing to be 'J. A. S.', is located at the bottom right of the page. The signature is stylized with long, sweeping strokes.

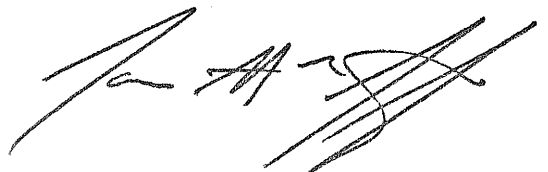
- B. Approximately 2500 sq ft of sheetrock material will be removed throughout the commercial structure.
- C. A containment will be built to remove the sheetrock. Approx. 2500 sq ft. of material will be removed throughout the building.
- D. The asbestos containing materials shall be kept wet during the removal and the waste materials will be loaded into a dumpster.
- E. All asbestos containing materials will be placed in a lined dumpster and disposed of properly.
- F. Owner will be responsible for all OSHA air monitoring fees to the consultant.
- G. PCM collection and analysis of all the area and personal samples will be required during the demolition phase of the commercial structure and the attached garage.
- H. Load-Out for the removal of bagged asbestos will occur during the normal work hours.

5. Special Requirements

- A. There shall be no deviations from procedures, practices and/or requirements outlined in either the contract specifications or incorporated into the contract by reference (rules/regulations) without written consent from the Consultant.
- B. The designated waste container shall remain secured at all times when the Contractor is not engaged in placing containerized materials within the container.
- C. Contractor shall not possess alcohol, firearms, or illegal substances on the Building Owner's property. Verified violations of this requirement will result in immediate termination of the involved employees.
- D. The use of tobacco products shall be limited to designated areas only. None of the various work sites are designated as approved areas for tobacco use.
- E. For the duration of the Contractor's presence on the premises, Contractor shall provide and maintain portable sanitary facilities. Sanitary facilities shall remain secured with a lock when not in use.
- F. Contractor shall not park vehicles on lawns and will be responsible for damage to landscape.

A handwritten signature in black ink, appearing to be "J. A. Smith", is written over a faint, illegible stamp.

- G. Contractor's personnel shall occupy only those areas essential to the project. Employees violating this criterion shall be removed from the project.
- H. Contractor must have an adequate fire protection/prevention plan in accordance with OSHA standard 29 CFR 1926.150.
- I. Material Safety Data Sheets will be on site for each chemical that the Contractor brings on the Owner's property.
- J. The Abatement Company will present the Project Manager with the Waste Manifest form before any asbestos containing waste is allowed to leave the job site. Failure to provide the Waste Manifest form will result in not being able to leave the premises until such documentation is provided to the Project Manager on site.

A handwritten signature in black ink, appearing to be "P. A. S. H.", located in the bottom right corner of the page.

GENERAL CONDITIONS FOR CONSTRUCTION BIDS
(REVISED 02/20/04)

Specifications should consist of the Notice to Bid, Instructions to Bidders, Performance and Payment Bonds (if required), Minority Business Utilization Requirements, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

Performance and payment bonds are not required for projects less than \$25,000.

The term Subcontractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kinds and quality of materials.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids.

Unless noted in General Specifications, for each day of delay beyond the completion date of this Contract, the Contractor shall pay to the City as liquidated damages for each day of such delay the sum of fifty and no/100 dollars (\$50.00). The sum shall be treated as liquidated damages and not as a penalty, and the City may withhold from the Contractor's compensation such sum as liquidated damages.

The Contractor shall furnish within 10 days after award of bid a certificate of insurance or a copy of the insurance policies. The Contractor shall at all times during the contract maintain in full force and effect insurance as provided herein. The City shall receive written notice a minimum of ten (10) days prior to any change or cancellation of policy.

****See Attachment A for Insurance requirements.**

State and Local Sales Tax: The Texas Legislature in 1991

in its first special session passed 1 H.B. 11 which amended the Texas Limited Sales Excise and Use Tax Act which requires a contractor who is engaged in a capital improvements project for a city to pay tax on tangible personal property purchased under the contract. According to an August 19, 1991, letter from the State Comptroller's Tax Administration Division, the use of "separated contracts" will allow for tax-free purchases of tangible personal property for the project. Separated contracts are those that separate payment for labor from payment for materials. This procedure may not be used for materials which do not become part of a finished project. (Example: equipment rentals.) This legislation is effective for all contracts and bids entered into after August 14, 1991.

The successful bidder is responsible for compliance with 1 H.B. 11.

The Contractor agrees to indemnify and save harmless the City of Beaumont and its officers, agents and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by Contractor under this Contract, and including acts or omissions of the City of Beaumont or its officers, agents or its officers, agents or employees in connection with said Contract.

No person has the authority to verbally alter these specifications. Any changes to specifications will be made in writing and sent to each person having a bid package.

Each bidder shall visit the site of the work prior to submission of bid and completely satisfy himself as to the exact nature and existing conditions of the work site.

WORKING DAY. A "Working Day" is defined as any day the weather or other conditions, not under the control of the contractor, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Saturdays, Sundays and legal holidays may be excluded if no work is performed.

CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

CONTRACTOR'S DUTY AND SUPERINTENDENCE.

The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements.

The CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and his property or any other persons as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the CITY shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularly the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

The CONTRACTOR shall be responsible for all materials delivered to him for all parts of the work, including that which has been partially paid for, until final acceptance of the entire work, and shall be liable for all losses or damages thereto which may occur during the progress of construction and before final acceptance. The CONTRACTOR shall be required to make good at his own cost any loss, injury or damage which the said materials or work may sustain from any source or cause whatsoever before final acceptance thereof.

CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality of the materials to be encountered, the character of

equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the CITY, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent persons, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the CITY shall inform him in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful or disorderly, such person or persons shall be discharged from the work and shall not again be employed on the work without the City's written consent.

CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the CITY may make such changes and alterations as the CITY may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work. If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract. In case the CITY shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the CITY shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

GENERAL OBLIGATIONS AND RESPONSIBILITIES

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANS. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire

work is completed and accepted.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and other on or near the work and shall comply with all applicable provisions of federal, state and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with federal, state, or municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

All permits for securing materials, storage space for materials, plant sites, material yards, camp sites, right to pass upon private property and all such other permits and licenses as he shall desire, or which are necessary for the proper execution of the work, must be secured by the CONTRACTOR at his expense unless otherwise stipulated.

LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR is required to replace or repair, if necessary, any portion of pavement or structure adjoining his work which may have suffered through his operations, and all adjacent paving or other structures shall be left in a satisfactory and workmanlike

condition, at least equal to that existing before the CONTRACTOR hereunder started his work. The CONTRACTOR agrees to indemnify, save and hold harmless the City against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract.

PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the CITY harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the CITY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived, if the CONTRACTOR fails to do so, then the CITY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, in no event shall the provisions of this sentence be construed to impose any obligation upon the CITY of either the CONTRACTOR or his surety.

PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the CITY harmless from any loss on account thereof. If the material or process specified or required by the CITY is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the CITY.

LAWS AND ORDINANCE. The CONTRACTOR shall at all times observe and comply with all federal, state and local

laws, ordinances and regulations which in any manner affect the contract or the work, and shall indemnify and save harmless the CITY against any claim arising from the violation of any such laws, ordinances and regulations, whether by the CONTRACTOR or his employees. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, he shall bear all costs arising therefrom.

ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and he will not assign by Power of Attorney, or otherwise, or sublet said contract, and that no part or feature of the work will be sublet to anyone objectionable to the CITY. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the CITY, as provided by this Agreement.

WARRANTY. The CONTRACTOR shall guarantee that the work performed under these Contract Documents shall be free from defects in workmanship and materials for a period of one year from the date of the issuance of the Certification of Acceptance by the CITY. The CONTRACTOR shall be required and hereby agrees to repair or replace any defective work which may become apparent during this one year warranty.

PROSECUTION OF WORK

TIME AND ORDER OF COMPLETION. It is hereby understood and mutually agreed by and between the Contractor and the City, that the date of beginning and the time for completion are essential conditions of this contract and that the work embraced in this Contract shall be commenced on start date provided on Notice to Proceed and the Contractor shall prosecute the work systematically and energetically so that all of his work will be completed within the contract time.

HINDRANCES AND DELAYS. For delays occasioned by any act, neglect or default of the CITY, the CITY shall not be held liable for damages on account thereof, but an extension of time shall be granted to the CONTRACTOR for the completion of this contract, equivalent to the delays so caused.

EXTENSION OF TIME. Additional time shall be allowed the CONTRACTOR for the following causes:

Rises of stream, bad weather, delay of material in transit and proportionate for increased quantities of work or for other causes beyond reasonable control of the CONTRACTOR. Claims for additional time shall be presented to the CITY at the end of each month covering delays during that month. Claims not so presented will not be considered.

MEASUREMENT AND PAYMENT

QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the CITY agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract.

Payment for all unit priced items shall be at the applicable contract unit prices shown in the Proposal and measured in accordance with the specifications for the payment item. However, payment under a lump sum contract shall be due, only upon completion of all work contemplated by this

Agreement and the acceptance of same by the CITY, and nothing herein shall be construed as entitling the CONTRACTOR to an earlier payment, either partial or total.

The CONTRACTOR hereby agrees to receive such prices in full for furnishing all labor required for the aforesaid work, also for all expenses incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

PARTIAL PAYMENTS FOR CONTRACTS IN EXCESS OF \$25,000 ONLY. On or before the 5th day of each month, the CONTRACTOR shall prepare and submit to the CITY for approval or modification, a statement showing as completely as practicable the total value of the work done by the CONTRACTOR and sound materials delivered on the site of the work that are to be fabricated into the work.

The CITY shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the CITY under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the CITY may pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR shall receive payment of the CITY'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

USE OF COMPLETED PORTIONS. The CITY shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the CITY may determine.

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the CITY written notice that the work has been completed or substantially completed, the CITY shall inspect the work and

within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, CITY shall pay to the CONTRACTOR, on or after the 30th day and before the 35th day after the date of completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR.

PAYMENTS WITHHELD. The CITY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the CITY, which will protect the CITY in the amount withheld, payment shall be made for amounts withheld because of them.

ABANDONMENT OF CONTRACT

ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within the (10) days after written notification from the CITY, or if the CONTRACTOR fails to comply with the orders of the CITY when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the

job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the CITY or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor.

When there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after service of such notice, then the CITY may provide for completion of the work in either of the following elective manners.

The CITY may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said CITY may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expenses so charged shall be deducted and paid by the CITY out of such moneys as may be due or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the CITY; or

The CITY under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the terms and conditions which are provided in this contract. In case any increase in cost to the CITY under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the surety shall be and remain bound therefor.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified. A complete itemized statement of the contract accounts shall then be prepared and delivered to the CONTRACTOR and his Surety and the CONTRACTOR and/or his Surety shall pay the balance due as reflected by said statement within fifteen (15) days.

When the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the CITY, then all machinery, equipment, tools, materials, or supplies left on the

site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the CITY within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of CITY to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the CITY may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at public sale, with public notice. The CITY shall release any machinery, equipment, tools, materials or supplies which on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

ABANDONMENT BY OWNER. In case the CITY shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within the (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work and may remove therefrom all machinery, tools and equipment and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been brought into the work. And thereupon the CITY shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair, equitable price, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized.

SUPPLEMENTARY CONDITIONS

CLEAN-UP. The Contractor shall at all times keep the premises and public streets free from an accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his

waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean and ready for the purpose for which they were intended.

SITE CONDITION. The contractor shall repair or replace, if necessary, to the city's satisfaction any damage to the work site, the adjacent areas, the access areas to the work site and to any elements within these areas that may have suffered damage as a result of the contractors or any of the subcontractors operations. The contractor shall leave these areas in a satisfactory and workman like condition, at least equal to that existing before the contractor hereunder started his work.

ATTACHMENT A

INSURANCE

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing office. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE CITY OF BEAUMONT'S PURCHASING DIVISION, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

- | <u>TYPE</u> | <u>AMOUNT</u> |
|--|---|
| 1. Workers' Compensation and Employer's Liability | Statutory |
| <p>NOTE: For building or construction projects, the successful Contractor shall meet the minimum requirements defined in the Texas Workers' Compensation Commission Rule 28 TAC §110.110 which follows this insurance attachment.</p> | |
| 2. Commercial General (public) Liability
including coverage for the following: | |
| a. Premises operations | Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent with an aggregate limit of \$1,000,000. |
| b. Independent contractors | |
| c. Products/completed operations | |
| d. Personal injury | |
| e. Advertising injury | |
| f. Contractual liability | |
| g. Medical payments | |
| h. Underground hazard* | |
| i. Explosion and collapse hazard* | |
| j. Liquor liability* | |

- k. Fire legal liability*
- l. City's property in Contractor's* care, custody, or control
- m. Asbestos specific liability*
- n. Professional liability*

* **Not required for this contract**

- 3. **Comprehensive Automobile Liability** insurance, including coverage for loading and unloading hazards, for:
 - a. Owned/leased vehicles
 - b. Non-owned vehicles
 - c. Hired vehicles
- Combined single limit for bodily injury and property damage of \$500,000 per occurrence or equivalent.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name, the City of Beaumont and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage;
- b. Provide for 30 days notice to City for cancellation, non-renewal, or material change;
- c. Provide for notice to City at the address shown below by registered mail;
- d. CONTRACTOR agrees to waive subrogation against the City of Beaumont, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify CITY in the event of any change in coverage and shall give such notices not less than 15 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

Purchasing Division
City of Beaumont
P.O. Box 3827
Beaumont, Texas 77704

SECTION D. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

**WORKERS COMPENSATION INSURANCE
FOR
BUILDING OR CONSTRUCTION PROJECTS**

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. Duration of the project-includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the City of Beaumont.
3. Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the City of Beaumont prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Beaumont showing that coverage has been extended.

- E. The Contractor shall obtain from each person providing services on a project, and provide to the City of Beaumont:
1. A certificate of coverage, prior to that person beginning work on the project, so the City of Beaumont will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the City of Beaumont in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 3. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 6. Notify the City of Beaumont in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City of Beaumont that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City of Beaumont to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City of Beaumont.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**CITY OF BEAUMONT
INSURANCE REQUIREMENT AFFIDAVIT**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Beaumont, I will be able to, within five (5) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: () _____

CONTRACTOR'S NAME: _____

(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, the City has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Purchasing Manager for the City of Beaumont at (409) 880-3720.

BID SHEET NO. 1, PAGE 1BID OPENING DATE: WEDNESDAY, MARCH 11, 2009

BEAUMONT, TEXAS

CITY BID NUMBER:

10:00 A.M.Mi0309-29**BID SHEET**

FOR FURNISHING: Asbestos Abatement of 1086 MAGNOLIA, Beaumont, TX
(AS PER SPECIFICATIONS)

OUTLINE OF BID DATA:

Description and Location	Price
Asbestos Abatement of 1086 Magnolia Completion Time: _____ Working Days * * Not to exceed ten (10) working days *	\$
TOTAL	\$

COMPANY NAME_____
STREET ADDRESS_____
ZIP_____
SIGNATURE OF BIDDER_____
P.O. BOX_____
ZIP_____
(PRINT OR TYPE NAME)_____
CITY_____
STATE_____
TITLE_____
TELEPHONE NUMBER / FAX NUMBER

PLEASE COMPLETE BID SHEET NO. 1, PAGES 1-2
(CONTINUED ON BID SHEET NO. 1, PAGE 2.)

BID SHEET NO. 1, PAGE 2

DATE OF DELIVERY AFTER RECEIPT OF ORDER: _____

WARRANTY: _____

Receipt is hereby acknowledged of the following addenda to the Specifications:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

DOES YOUR BID MEET SPECIFICATIONS? YES _____ NO _____

IF NO IS INDICATED, ATTACH SHEET INDICATING EXCEPTIONS.

PLEASE CHECK THE FOLLOWING THAT WILL APPLY TO YOUR COMPANY:

Ownership of Firm (51% or more) _____ Non-Minority _____ Hispanic _____ Black _____ Other _____
Minority (please specify) _____ Female Owned _____ Handicapped Owned _____
Small Business (less than \$1,000,000 annual receipts or 100 employees) _____

CERTIFICATE OF CORPORATE BIDDER

I, _____, CERTIFY THAT I
AM _____, (title) OF THE
CORPORATION NAMED AS BIDDER HEREIN; THAT
_____ WHO SIGNED THIS BID ON
BEHALF OF THE BIDDER, WAS THEN
_____, (title) OF
SAID CORPORATION; THAT SAID BID WAS DULY
SIGNED FOR AND ON BEHALF OF SAID
CORPORATION BY AUTHORITY OF ITS
GOVERNING BODY AND IS WITHIN THE SCOPE OF
ITS CORPORATE POWERS.

SIGNATURE OF OFFICER

TYPE OR PRINT NAME

TITLE OF OFFICER

BIDDERS

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, 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 _____

Address _____

Bidder _____
(Signature)

Bidder _____
(Print Name)

Position With Company _____
(Title)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

(For vendor or other person doing business with local governmental entity.)

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

2. ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

(For vendor or other person doing business with local governmental entity.)

FORM CIQ

Page 2

5. **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

- D. Describe each affiliation or business relationship.

6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7.

Signature of person doing business with the governmental entity

Date

STATEMENT OF CITY CHARTER
PROVISION ON CONFLICT OF INTEREST

The following provision was adopted in an effort to avoid potential conflict of interest with prospective bidders and City employees or officers in the awarding of City contracts:

1. No officer, elected or appointed, or other employee of the City shall have a financial interest, direct or indirect, or by reason of ownership of stock or share exceeding one percent (1%) in a business entity contracting with the City. Nor shall such officer or employee be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services from such business entity, except on behalf of the City in his official capacity as an officer or employee.
2. Any willful violation of this provision shall constitute malfeasance in office and any officer or employee guilty thereof shall thereby forfeit their office or position.
3. Any violation of this section with the knowledge expressed or implied of the person or business entity contracting with the City shall render the contract involved null and void. (Beaumont City Charter, Article XVII, Section 9.)

I, _____, (name) have read and hereby understand the aforementioned Beaumont City Charter provision prohibiting conflict of interest between City employees or officers and prospective bidders in the award of City contracts. I affirm to the best of my knowledge and belief, that there is no conflict of interest between the herein stated person or business entity and any City officer or employee if a City contract is awarded. I further state that I have no outside interests that conflict or suggest a potential conflict of interest with the City. I understand that knowledge, express or implied, or concealment of such material fact could nullify and void any such City contract awarded.

If I am awarded this contract, I herein agree to report promptly any further situation that might involve or appear to involve me in any conflict of interest with the City. SIGNED this the ____ day of _____, 20 ____.

NAME

TITLE

GENERAL CONDITIONS OF BIDDING
REVISED 10/17/07

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING:

- A. All bids must be on blank forms furnished by the Purchasing Division, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or, if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder should be sent with the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

- B. TIME AND DATE: Formal bids must be in the office of the City Clerk by 2:00 p.m., local time, on the day bids are due: unless otherwise specified, an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. The City will not be responsible for the delivery of your bid to the office of the City Clerk. If you choose to send your bid by postal delivery then it is recommended that you call the City Clerk's office to verify receipt of your bid prior to bid opening. A return envelope and/or label is furnished for your convenience. Informal bids are due at the date and time stated in the bid document.

Informal bids may be faxed.

- C. WITHDRAWAL OF BID: A bidder may withdraw his proposal before council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the City Clerk.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications,

he will be expected to furnish the article called for.

- G. If this proposal is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this proposal.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Division Office.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and City has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. If a mistake is not discoverable and verifiable by the City, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations once a contract has been awarded by City Council and bidder has received notice of such award.
- N. Sealed formal bids due in the City Clerk's office will not be accepted through facsimile equipment.

2. TAXES:

- A. The City is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the City, must submit the proper forms. The Purchasing Manager, if satisfied as to the facts, will approve or issue the necessary certificates.

3. AWARD:

- A. The City reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. The City reserves

the right to be the sole judge as to whether such articles will serve the purpose.

- B. Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informalities in the best interest of the City.

4. BID DEPOSIT:

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the City of Beaumont or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. An envelope is enclosed marked "Bid Deposit". When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to the City, your bid will be returned.

5. DELIVERIES:

- A. Unless otherwise stated in the bid form or specifications, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that the deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to purchase said supplies in the open market. Upon any such breach of contract, the City reserves the right to proceed against the successful bidder and/or the surety on his bond for any and all damages occasioned by the breach.

6. REJECTIONS:

- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by the City Purchasing Manager or his/her designated representative.
- B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this

fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same.

7. BILLING:

- A. All bills are subject to approval by the Purchasing Manager.

8. PATENTS:

- A. The contractor agrees to indemnify and save harmless the City, the Purchasing Manager, and his/he assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Purchasing Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes are used.

9. CONDITIONS PART OF BID:

- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. CONTRACT:

- A. No formal contract will be executed. The following will comprise the contract between the City and the successful bidder.
1. Notice to bidders.
 2. General specifications.
 3. General conditions to bidding.
 4. The bid.
 5. Resolution awarding the bid.
- B. In case of conflict, the specifications shall be controlling.

11. OSHA REQUIREMENTS:

- A. The vendor or contractor hereby guarantees to the City of Beaumont, Texas, that all material, supplies and equipment as listed on the proposal, contract or purchase order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. BIDS:

- A. Bids must remain firm for thirty (30) days from bid opening date to allow for award by Council unless otherwise specified.

13. DISCOUNTS:

- A. Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.

- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

14. DISCLOSURE FORMS:

- A. All forms must be signed and returned with your bid sheet.

15. EXCEPTIONS:

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. LOCAL BIDDER CONSIDERATION

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by this formula that the local vendor's bid generates more sales tax revenue to the City than the difference between the two bids, award may be made to the local vendor.

17. PROTEST PROCEDURES - Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Purchasing Manager, in person or by certified mail return receipt requested prior to award. The written protest must include:

1. Name, mailing address, and business phone number of the protesting party;
2. Appropriate identification of the bid or proposal being protested;
3. A precise statement of the reasons for the protest; and
4. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Division will attempt to resolve the protest, including at the Purchasing Manager's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Finance Officer.

If the Purchasing Division is not successful in resolving the protest, the protesting party may request in writing that the protest be considered by the Finance Officer. Applicable documentation and other information applying to the protest will be forwarded to the Finance Officer, who will promptly review such documentation and information. If additional information is desired, the Finance Officer may notify the necessary party or parties to the protest to provide such information.

If the Finance Officer is not successful in resolving the protest, the Finance Officer may forward to the City Manager a request for review. The decision of the City Manager will be final.

18. PUBLIC INFORMATION ACT

A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

B. To request information from this governmental body, please contact:

Tina Broussard, City Clerk
City Hall
801 Main Street, Suite 125
P.O. Box 3827
Beaumont, TX 77704

409-880-3740 (fax)
409-880-3745 (phone)

19. WEBSITE - Vendors are responsible for verifying addendum to specifications downloaded from website.

20. INTERLOCAL AGREEMENT - Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Beaumont. The City of Beaumont is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Beaumont has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.