

CITY OF BEAUMONT
BEAUMONT, TEXAS

BID FOR: RESIDENTIAL HOUSING DEMOLITION SERVICES

BID NUMBER: Ci0209-09

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

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

NOTICE TO BIDDERS

1. The City of Beaumont is requesting bids for furnishing all labor, equipment, materials and supplies for the demolition and removal of structures listed within this document.
2. Bids are due no later than **10:00 a.m., TUESDAY, MARCH 10, 2009** in the Purchasing Department Room 315, 801 Main Street, P. O. Box 3827, Beaumont, Texas 77704.

Bids shall include:

Completed Bid Sheet (all pages)
Conflict of Interest Questionnaire and Statement
Bidders Information Sheet (unless submitted on previous bid(s))
Insurance Requirement Affidavit (unless certificates already on file with City of Beaumont Purchasing division)

3. All structures are located within the city limits of Beaumont. Demolition includes structures, slab /foundation and parking lots. **Once a structure is demolished all debris should be hauled off at that time. Under no circumstances may all structures be demolished and then removed. Structures are to be demolished and removed individually.** All debris, trash, litter, porches/steps and /or chain walls shall be removed from sites.

Trees surrounding the perimeter of the property shall be left in place, if possible. Trees and shrubs adjacent to building may be removed. Downed trees and limbs shall be removed. Remove all walkways. Leave all driveways unless damaged.

4. The premises shall be graded and leveled after the structure has been demolished and all concrete removed. Excavated area shall be backfilled with 60/40 dirt and compacted to a standard proctor density of 90% to existing grade level. **Contractor is responsible for providing fill dirt.**

Contractor is responsible for repairing damage to existing sidewalks and driveways if damage is the result of contractor's negligence. The Field Supervisor will determine negligence and his/her decision is final.

Contractor is responsible for removing all construction debris, including but not limited to, tires, trees, concrete, etc. No exceptions.

Junked motor vehicles left on property will be removed by others.

If fences are to remain, contractor shall make every effort to minimize damage to fences. Contractor will be advised prior to commencement of work if fence is to remain in place. Contractor will be responsible for damage to fence as determined by the Field Supervisor

5. Landfill fees will be waived for disposal of these structures. Concrete will not be accepted at the Landfill if greater than one (1) square foot in size. Contractor is responsible for obtaining waivers from Landfill office prior to disposing materials.
6. The Contractor will be responsible for ensuring that all utilities are disconnected. The location of

utility lines may be determined by contacting the local utility companies. A list of these companies follows:

Entergy Electric Company
CenterPoint Entex Gas
City of Beaumont - Water Utilities
Southwestern Bell Telephone Company
Time Warner Cable

The above is provided for informational purposes only. The Contractor is responsible for notifying all utility companies.

7. The bid will be awarded to the bidder having sufficient ability to perform this contract as stated in conjunction with the lowest price. Factors to be used in the award of this bid are as follow:

7.1 Capability and experience of the Contractor

7.2 Price, and

7.3 Completion time

- 8.0 Bidders shall submit with their bid a detail plan for demolition, addressing the following:

8.1 Completion

8.2 Safety/Liability

8.3 Work Schedule (provide a detailed work plan indicating the number of days required for demolition of building and removal of debris).

8.4 Dust

8.5 Noise

8.6 Security

Bidder shall include the following information to describe the experience and capability factors of the company:

8.7 Number of years in operation

8.8 Kind of company, i.e., corporation, partnership or sole proprietor. If corporation, please list names and addresses of three (3) top corporation officers. If partnership, please list names and addresses of partners.

8.9 Gross revenues of past two (2) years.

- 8.10 Largest dollar amount of contract currently in effect with a business.
- 9.0 Responses to the following questions shall determine residential demolition experience:
- 9.1 How many buildings of “any construction” has the organization demolished?
- 9.2 List five (5) previous structures that your company has successfully demolished.
- 9.3 Provide the name and location of each project. **A contact person’s name, address and phone number for each project shall be provided.**
- 9.4 Number of employees currently employed.
- 9.5 List of jurisdictions and trade categories in which the organization is legally qualified to do business, and indicate registration or license numbers.
- 9.6 Has your organization ever failed to complete any work awarded to it?
- 9.7 Provide information concerning any judgements, claims, arbitration proceedings or suits filed as a result of demolition projects performed.
10. The Contractor shall make every effort possible to secure demolition site in residential neighborhood.
11. It shall be the responsibility of the Contractor to provide security of any and all equipment or material left on the construction site at any time during this contract.
12. Contractor shall at all times during the Contract maintain in full force and effect insurance as stated in Attachment A.
- 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) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.
13. 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 set forth in the bid documents. No allowance will be made to any bidder because of lack of such examination. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.
- Any interpretation or correction of the specifications 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.

14. A City Building Permit is required for all City construction projects. Fees for the required demolition permit will not be waived.
15. As described in Part V of the Watershed Protection Ordinance, Grading Permits are required for projects within the City Limits resulting in the disturbance of an area greater than 450 square feet. Fees for Grading Permits for City projects will be waived. The City Grading Permit does not relieve the demolition contractor's obligation to comply with the Texas Commission on Environmental Quality's (TCEQ) construction general permit TXR150000.
16. Demolition of all structures included in this bid **must be completed within the total completion days provided on this bid sheet which shall not exceed a maximum of twenty (20) days.** Written request for extension due to inclement weather may be granted upon approval by the City Field Supervisor. **For purposes of this bid, working days are defined as 7:00 a.m. to 7:00 p.m., Monday through Friday. Work may not be performed on Saturday or Sunday without prior approval by the City.**
17. Failure to complete specified work **by end of completion date** may result in liquidated damages of **\$100.00 per day per structure.** Failure to complete work within a reasonable time after notification of an assessment of liquidated damages, may result in the City having work completed by other forces and contractor may be responsible for costs associated with demolition.
18. Contractor shall commence on start date provided on Notice to Proceed. Failure to commence work on stated date may result in contract termination. **Please be advised contractor will not be relieved of commencement date or completion dates due to multiple bid awards.**
19. The contract will be awarded in total to one vendor.
20. An inspection of final work shall be conducted by a representative of the Demolition Division. Upon approval and acceptance by the City, payment will be made. Contractor shall notify designated representative, Pam Loiacano, calling (409) 880-3762 and requesting a final inspection.

21. Bids are due no later than at **10:00 a.m., Tuesday, March 10, 2009.** They may be mailed, faxed or delivered to the following:

City of Beaumont
Purchasing Division
801 Main Street, Ste. 315
Beaumont, TX 77701

- or -

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

Phone: (409) 880-3720 / Fax: (409) 880-3747

22. If any other information is needed concerning these specifications, please contact the following:

Cynthia Miller
Purchasing Technician
City of Beaumont

Physical Address:
801 Main Street, Ste. 315, Beaumont, TX 77701

Mailing Address:
P.O. Box 3827, Beaumont, TX 77704-3827

Phone: (409) 880-3720
Fax: (409) 880-3747

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

BIDDER'S INFORMATION SHEET

(Completion of this sheet satisfies the requirement of items 8 and 9 above.)

BIDDER NAME:

WORK PLAN

1. Completion (number of working days to complete job)_____
2. Safety/Liability_____

3. Work Schedule (provide a detailed work plan indicating the number of days required for demolition of buildings and removal of debris)

4. Dust_____

5. Noise_____

6. Security_____

EXPERIENCE AND CAPABILITY

7. Number of years in operation _____
8. Kind of company, i.e., corporation, partnership or sole proprietor. If corporation, please list names and addresses of three (3) top corporation officers. If partnership, please list names and addresses of partners.

Kind of Company _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

9. Gross Revenues of past two (2) years _____

10. Largest dollar amount of contract currently in effect with a business _____

RESIDENTIAL DEMOLITION EXPERIENCE

11. How many buildings of “any construction” has the organization demolished? _____

12. List five (5) previous structures that your company has successfully demolished. List the name and location of each project. List a contact name, address and phone number for each project.

1. Project _____

Contact _____

2. Project _____

Contact _____

3. Project _____

Contact _____

4. Project _____

Contact _____

5. Project _____

Contact _____

13. Number of employees currently employed _____

14. List of Jurisdictions and trade categories in which the organization is legally qualified to do business,
and indicate registration or license numbers.

15. Has your organization ever failed to complete any work that it was awarded?

Yes _____ No _____

16. Provide information concerning any judgements, claims arbitration proceedings or suits filed as a result of demolition projects performed.

EQUIPMENT LIST

18. List equipment typically used by your company on a project of this scope.

1.0 - DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the bid documents or the Contract Document.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be done.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform its Contract.

Change Order - A document recommended by the City which is signed by the Contractor and the City and authorizes an addition to, deletion from, or revision of the Work, or an adjustment in the contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Completion - Completion of the Work shall be acceptance of the Work by the City.

Contract Documents - The Notice Inviting Bids, Instructions to Bidders, Scope of Work, the accepted Bid (Including the Bid, Bid Schedule(s), Bid Summary, Bid Bond, Corporate Resolution, and Information Required of Bidder), the Agreement, Performance and Payment Bonds (and Powers of Attorney), Minority Business Utilization Commitment, MBE Schedule C, South African Product Exclusionary Agreement, Schedule of Prevailing Local Wage Rates, Notice of Award, Certificates of Insurance, Evidence of Worker's Compensation Coverage, Notice To Proceed, General Conditions of the Contract, General Summary of the Work, Technical Specifications, Special Specifications, Drawings, General Notes, and all Addenda, Change Orders, executed pursuant to the provisions of the Contract Documents.

Contract Price - The total moneys payable by the City to the Contractor for work performed under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar days as stated in the Contract Documents for the completion of the Work.

Contractor - The person, firm, or corporation with whom the City has executed the Agreement.

Day - A calendar day is 24 hours, measured from midnight to the next midnight including weekends and calendar holidays.

Day - A working day is Monday through Friday 7:00 a.m. to 7:00 p.m. excluding weekends and holidays.

Defective Work - Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged

prior to the City's recommendation of final payment.

Drawings - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work to be performed.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Notice to Proceed - A written notice issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

Project - The total construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof, as indicated elsewhere in the Contract Documents.

Responsive/Responsible Bid/Bidder - A responsive bid is one in which all of the requirements of the invitation to bid are fulfilled without exception or deviation. A Responsible Bidder is one submitting a responsive bid and who can demonstrate by financial statement, resumes of management personnel and equipment lists, fiscal, physical and managerial competence to complete projects of like complexity and scope to the Work as described and offered herein by these Contract Documents.

Specifications - Those portions of the Contract Documents consisting of the General Requirements and the written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

Technical Specifications - The Specifications as defined herein.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, water, sewage and drainage removal, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic or other control systems.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2.0 - INSTRUCTION TO BIDDERS

TERMINOLOGY

- (A) The term "City," wherever used in these specifications, means the City of Beaumont, Texas.
- (B) The "Contractor" is the persons or organization identified as such in the Agreement and means the Contractor or his authorized representative.
- (C) The "City" and "Contractor" mean the respective parties to the contract.
- (D) The site shall consist of the building to be demolished and the necessary area to conduct the work.
- (E) Architect: Person(s) representing the City who has been designated to design and oversee a particular project.

DISCLAIMER: The Contractor shall be independent with respect to all work done and services performed hereunder and neither Contractor nor anyone used or employed by the Contractor shall be deemed to be the agent, servant or representative of the City in the performance of such work or services or any part thereof, or in any manner dealt with herein.

SIGNS AND ADVERTISING: No signs shall be erected on or adjacent to the site without the express consent and approval of the City. Before erecting any signs, the Contractor shall submit a description of their purpose, arrangement location and working for the City's approval. Advertising shall be limited to conform to policies determined by the City. All signs shall be promptly removed at completion of the project or when directed by the City.

SPECIFICATIONS: Titles to divisions and paragraphs in this handbook are introduced merely for convenience and shall not be taken as a part of the specifications, and furthermore, they shall not be taken as a correct or complete segregation of the several units of materials and labor. No responsibility, either direct or implied, is assumed by the City for omissions or duplications by the Contractor or his Subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

RISK OF LOSS: The City assumes no responsibility for condition of buildings and structures on the premises, nor their continuance in the condition existing at the time of advertisement of bids. Damage or loss (whether by reason of fire, theft or other happening) shall be at risk of bidder from and after date of advertisement for bids, and no such damage or loss to buildings or structures shall relieve the contractor from the obligation under the Contract.

WAIVER OF LIEN: It is distinctly understood by virtue of this document that NO Contractor or any of its employees shall not claim, or acquire any lien upon the land, house, building, or any improvements of whatever nature or kind so erected or that may be erected by virtue of this Contract.

QUALIFICATION OF BIDDERS: Pre-qualification of Bidders is required. Each Bidder shall furnish complete information pertaining to their financial condition, record of work, equipment available for the project and such other evidence deemed necessary to show the Bidder's ability to perform satisfactorily the work on which he has bid.

RECEIPT OF BIDS: Bids for demolition services will be received by the City at the time and place designated in the "Notice to Bidders."

PRECEDENCE OF CONTRACT DOCUMENTS: Contract documents shall have the following order of precedence:

- A. Change orders approved by City
- B. Specifications
- C. Drawings

ADDENDA: Any addenda issued in writing by the City during the period of bidding, shall be covered in the proposal, and in closing the contract, such addenda will become a part thereof and modify these specifications and/or the drawing accordingly. Verbal changes in the work made during the time of bidding will not be binding.

SUB-CONTRACTORS: The Contractor shall submit a list of sub-contractors expected to be employed in the execution of their contract at the time of returning the signed contract.

SUBLETTING OR ASSIGNING OF THE CONTRACT: The Contractor will not be permitted to assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or their rights, title or interest therein, without the consent of the City. In any case, no subcontract will relieve the Contractor of their responsibility under the contract.

EXTRAS: Bills for extras will be allowed only when work is ordered in writing and the bill is accompanied by Written Order from the City.

CHANGE ORDERS: Changes that may appear to be advantageous in effecting economies during the progress of the construction of the project for which the contract provides, may be suggested for consideration by the City or Contractor without prejudice. The adjusted contract price, should such changes be made, shall be determined through negotiation.

BID AWARDS: The City will evaluate all bids and award the contract. Contractors shall commence work upon receipt of purchase order and notice to proceed.

PERFORMANCE AND PAYMENT BONDS: The person or firm to whom the Contract is awarded, may be required to furnish Performance and Payment Bonds in any satisfactory amount, guaranteeing the faithful performance of the Contract Bonds and payment of all persons supplying labor or furnishing materials. Performance and Payments must meet the approval of the City. Performance and Payment Bonds shall not be executed on a date prior to the date of execution of the Contract between the City and the Contractor. The cost of the premium shall be borne by the Contractor. Performance and payment bonds are not required unless indicated in the detailed specifications. Contracts for expenditures of less than \$25,000 will be paid in full upon satisfactory completion of the work.

SALES TAX EXEMPTION: The City qualifies for exemption from State and Local Sales Tax pursuant to provisions of Article 20.04 (f) of the Texas Limited Sales, Excise and Use Tax.

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.

LIQUIDATED DAMAGES: In rendering their proposal and signing the contract, the Contractor agrees to complete all the work within the proposed consecutive calendar days from the date of award. If the Contractor shall neglect, fail or refuse to complete the work within this time, or any proper extension thereof granted by the City, then the Contractor is subject to liquidated damages in the amount of ***\$100.00 per structure for each and every calendar day*** he is in default for breach of contract. The City will grant time extensions for unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including inclement weather exceeding the average climatic conditions for the area. Requests for extensions shall be submitted in writing prior to the completion date of the contract.

PERMITS AND LAWS:

- A. The Contractor shall comply with all Federal, State and Municipal Laws, Codes and Ordinances applicable to the work of this Contract and shall also comply with all requirements of the National Board of Fire Underwriters. All permits required in connection with the execution of their work shall be obtained by the Contractor, including a demolition permit at a cost of fifty (\$50) dollars per structure.
- B. If the above laws, codes or ordinances conflict with the City's specifications, then the laws, codes or ordinances shall govern instead of this application, except in such cases where the City's specification exceeds the requirements previously noted.

3.0 - GENERAL CONDITIONS

DEMOLITION & REMOVAL WORK CITY OF BEAUMONT

SPECIFICATIONS AND DRAWINGS: Any discrepancy in the specifications, shall be immediately submitted to the City via written request for interpretation thereof, not later than seven (7) days prior to bid opening. Changes or corrections will be made by addendum and will be mailed or delivered to each bidder.

Drawings may be included with bid specifications. They are intended to show buildings and structures to be demolished and removed. Their purpose is to illustrate other requirements of the Contract described in specifications.

BUILDING CONSTRUCTION: Prints of drawings, when necessary, will be issued to bidders for their use in preparing their proposals; however, the information on these drawings is not guaranteed to be complete or correct and shall be verified at the site.

PHOTOGRAPHS: The general character of the work may be shown on additional photographs. The Contractor shall not attempt to execute any part of the work requiring such photographs until they have received approved copies of the same. The decision of the City is final on points of difference and interpretation of the Documents.

MEASUREMENTS: Before ordering any material or doing any work, each Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No monetary compensation will be allowed due to mis-measurement of difference between actual dimensions and the measurements indicated. Any difference which may be found, shall be submitted to the City for consideration seven (7) days prior to the bid opening.

EXAMINATION OF PREMISES: Before submitting proposals for their work, each bidder shall visit the site of the work. Bidders shall fully inform themselves 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 cost of all items necessary to perform the work as set forth in the bid documents. No allowances will be made 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.

TIME FOR BEGINNING AND COMPLETING THE WORK: 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.

INSURANCE REQUIREMENTS: Certificates of Insurance shall be filed in the Purchasing Office within five (5) working days after award of contract. All of the insurance requirements can be found in Attachment A. These certificates shall contain a provision that the City shall be notified ten (10) working days before the cancellation of the insurance. The City of Beaumont, Texas shall be named as an additional insured under the Contractor's General and Auto Liability policies. Contractor shall maintain such insurance in force during the life of the contract and no modification or change of insurance provision shall be made without ten (10) working days written advance notice to the City. Required insurance coverage and amounts will be

as stated in the detailed specifications. The Contractor agrees to indemnify and hold harmless the City of Beaumont, Texas, from any and all claims, causes of action, and damages of any and every kind for injury to or death of any person, and damages to property arising out of the construction of improvements of the operations embraced by this Contract for the use of the premises upon which this Contract is to be performed by any person including any acts or commissions of the City of Beaumont, Texas. All of the above costs to be due to be borne by the Contractor.

The Contractor shall require any subcontractor, engaged to do work in connection with this contract, to provide insurance of the types listed herein during periods when they are working under such subcontracts. The amounts of the insurance will be noted in the bid specifications.

CITY & CONTRACTOR RELATIONSHIP

- A. Work Access: The Contractor shall be obligated to provide proper facilities to permit the City's representative, or anyone designated by them, access to the site and also the ability to observe the work during any stage of the project.
- B. City's Responsibility & Authority: All work shall be done subject to approval of the City. All decisions and questions which may arise as to the quality or acceptability of materials furnished, work performed, progress of the work, interpretation of drawings and specifications, and all questions as to acceptable fulfillment of the Contract by the Contractor shall be made by the City.
- C. Separate Contracts: The City reserves the right to let other contracts in connection with the work at the site under this contract. The Contractor shall provide reasonable access and opportunity for the other contractors to do their work and shall fit, connect and coordinate the work with theirs, so as not to cause any undue delay or impediment to the prompt and proper performance and completion of the work by each.
- D. City's Right To Do Work: The City, without prejudice to any other right or remedy it may have, shall have the right to prosecute in the event the Contractor fails to perform the work properly or fails to perform any provisions of the contract. Prior to such action, the City shall give three (3) working days written notice of the Contractor for resolution of noted deficiency. Any further work shall be approved by the City and payment will be withheld until final acceptance has been made by the City.
- E. City's Right To Terminate Contract: In the event of any default by the Contractor, the City, without prejudice to any other right or remedy it may have, shall have the right to terminate the Contract after giving the Contractor seven (7) calendar days written notice. Such notice of termination shall be subsequent to default by the Contractor and after receiving written notice from the City certifying cause for such action. It shall be considered default whenever the Contractor fails to perform the service or breaches the agreement including the following:
 - 1. Upon institution of voluntary or involuntary bankruptcy proceeding against the successful bidder or upon dissolution of the firm or business.

2. By violating or disregarding important provisions of the Contract or instructions from the City.
 3. Failure to finish the work according to the agreed Schedule of Completion, including amendments and/or modifications thereof. Failure to pay insurance premiums, liens claims or other charges. By failing to pay any payments due the City, State or Federal Government from the Contractor or its principles, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
 4. Failing to provide a qualified superintendent, competent workers or subcontractors, or proper materials, or failure to make prompt payment thereof.
 5. By violation of any provision of the agreement.
- F. Correction Of Work: All work and materials cited by the City for failing to comply with the Contract Documents, shall be promptly removed, replaced and/or re-executed by the Contractor to bring it into compliance without cost to the City and shall include making good all work of other contractors destroyed or damaged by such removal or replacement.
- G. Schedule Of Completion: The City may determine a schedule of work for the Contractor upon the award of contract. If, in the judgement of the City, it becomes necessary at any time during the Contract to accelerate the work, the contractor when ordered and directed by the City shall cease work at any particular point and transfer workers to such point(s), and execute such portions of this work as may be required to enable others to hasten and properly engage and carry on their work.
- H. Changes In The Work: If and as the need arises, the City may order in writing changes and/or extra work without invalidating the Contract. At the time of ordering such changes, additions, deletions or modifications, the amount or method of compensation and any adjustment in the time of completion, shall be determined and stipulated in writing.
- I. 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 their employees or work, and at the completion of the work remove all their waste and excess material, rubbish and equipment so as to leave the work and the premises neat and clean.
- J. 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. Without cost to the City the Contractor shall leave these areas in satisfactory conditions, at least equal to that existing before the Contractor hereunder started their work.
- K. Materials Storage: If the Contractor should require additional space for storage, materials, or for other reasons beyond that provided by the project site, they shall make provisions for the same at no additional cost to the City.

L. Protection:

1. Public: The Contractor shall provide and maintain whatever suitable temporary walks, passageways, barricades, fences or other protective structures that may be required by law or by hazards to persons or property, so as not to obstruct or interfere, except as may be approved and authorized by Public Authorities, with traffic in public streets or private rights-of-way. Leave an unobstructed way along public and private places for travelers, vehicles, etc., leave access to hydrants, provide walk overs around work area and maintain from the beginning of twilight, through the whole of the night, on or near the obstruction, sufficient lighting and guards as may be required to protect persons from injury. Provide substantial covered walkways wherever pedestrians might be exposed to the hazards of falling materials or similar hazards.
 2. Site: Protect all streets, utilities and other properties from damage, keep all in proper condition and leave in such condition at the termination of the work.
 3. Traffic Control: All Barricades and/or Signs used in routing of traffic shall comply with the "Manual on Uniform Traffic Control Devices" as adopted by the Texas Highway Department and the City of Beaumont Traffic and Transportation Department. (A copy of said manual is available for review in the office of the City Traffic and Transportation Director, City Hall.)
- M. Superintendence: A competent foreman or superintendent shall be kept by the Contractor at the site during the progress of the work, to receive instructions and to act for the Contractor in the direction of all work.
- N. Contractor's Responsibility: The Contractor shall maintain coordination and cooperation among their staff; giving necessary directions, supervision and administration to their preparation and work. The Contractor is responsible for all work and the result thereof.
- O. Suspension of Work: Whenever any part of the work is suspended for any reason, the Contractor shall secure all of their equipment liable to cause injury to persons or loss to property from any cause.

REQUIREMENTS OF "THE CONTRACTOR": The Contractor shall supply all labor, transportation, equipment, materials, apparatus, fuel, energy, light protection, scaffolding and tools necessary for the completion of this work.

- A. The safe and lawful demolition of buildings is the responsibility of the Contractor. Demolition shall not be accomplished by deliberate fire, explosive and other means dangerous to adjacent property or persons.
- B. Proper methods shall be employed in cutting to avoid accidental fire. Contractor shall employ safe practices when using steel cutting tools to include:
 1. Fire hose shall be set unconnected and adjacent to the nearest fire hydrant. The hose shall

be of sufficient length for reach to the cutting area. Insure that fittings are compatible and a tool available for opening the hydrant prior to each operation.

2. Maintain a pressurized water fire extinguisher in the area of the cutting apparatus. In lieu of this, water filled drums and/or buckets may be used.

TERMINATION OF UTILITIES AND SERVICES

- A. Before any building or structure is demolished, its utilities shall be safely disconnected.
- B. The Contractor shall notify all utility suppliers of the structures or buildings to be demolished and have them disconnect the services and remove all meters and equipment belonging to them. Within Forty-eight (48) hours, written notice must be given to the City for termination of their utilities. All piping and wiring shall be properly terminated.
- C. No gas, water, electric or sewer lines shall be left "active" within the property lines. It is not the intention of these specifications that underground pipes be removed, but they shall be made "inactive." Gas and water services shall be valved or capped. The open ends of all sewer pipes shall be plugged with concrete.
- D. Any costs incurred in the termination of utilities and services shall be borne by the Contractor.

SURVEY: A survey may be required by a competent person designated by the Contractor prior to starting the demolition of the structures to determine the condition of the framing, floors and walls, and possibility of unplanned collapse of any portion of the structures. Should a survey be required, the Contractor shall have in writing, evidence that survey has been performed and upon request submit a copy to the City. They shall take whatever steps are necessary to safeguard against such unplanned collapse.

FILLING OF EXCAVATIONS

- A. The premises shall be graded and leveled after the structure has been demolished. The area shall be compressed to existing grade level and backfilled with 60/40 dirt. In dry weather it shall be settled with water. No rubble shall be used for filling. Compaction shall be to the satisfaction of the City's representative.
- B. The surface of the ground shall be smoothed with a bulldozer to eliminate any abrupt change in grade.
- C. No soil shall be removed from the premises.

PUMPING, SHORING, ETC.

- A. Pumping: When deemed necessary, the Contractor shall provide pumping equipment to keep excavation, pits and other areas involved, free of water that may leak, seep, or rain in.

- B. Shoring: The contractor shall provide and be responsible for all temporary shoring required for protecting existing work and adjacent property.

MATERIAL & EQUIPMENT HANDLING

- A. The 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 there to which may occur during the progress of the work and before final acceptance. The Contractor shall be required to make good at their 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.
1. The Contractor shall handle all material in a manner safe to persons and property. Materials, Contractor's equipment, etc., may be stored on the premises but the placing of same shall be subject to the approval of the City.
 2. The temporary storage of materials resulting from the work of the contract must be confined within the project site. All materials must be removed from the site within the time periods specified for completion.
- B. The Contractor shall provide or arrange for their hoists, derricks, scaffolding, tools, ladders, equipment, apparatus, etc., necessary or required to properly execute the work of the contract.
- C. Whenever the condition of the project requires the services of watchmen, the Contractor shall provide for this project, a sober, able-bodied watchman for patrolling and watching the premises from the time work stops until it begins again.

TEMPORARY FACILITIES

- A. Temporary Office: The Contractor shall, as may be necessary to do the work, provide and maintain a field office on the premises and remove same when directed.
- B. Temporary Toilets: The Contractor shall provide suitable toilet facilities, as may be necessary, for all workers, maintain them in sanitary condition and remove same upon completion of the contract. Location of toilets is subject to the City's approval.

TEMPORARY UTILITIES: The General Contractor shall arrange and pay for, as may be required for proper execution and protection of the work of the contract:

- A. Electricity for temporary lighting, hoisting, power tools, etc.
- B. Water for drinking, protection, etc.
- C. If the Contractor requires a telephone at the site, they shall pay for the maintenance, installation, removal and charges for use of this telephone.
- D. Any other utilities required.

DISPOSAL OF DEMOLITION DEBRIS AT CITY LANDFILL: Landfill fees will be waived for disposal of these structures. Concrete will not be accepted at the Landfill if greater than one (1) square foot in size. Contractor is responsible for obtaining waivers from Landfill office prior to disposing materials.

HAZARDOUS MATERIALS: Materials defined by the Environmental Protection Agency to be hazardous to the environment or persons, shall be disposed of in accordance with all local, state and federal government regulations and governing laws. This shall be the responsibility of the Contractor. The Contractor shall furnish written proof of such disposal.

SALE OF SALVAGED MATERIALS: The Contractor will be allowed to sell materials salvaged from the demolition work at the site. Such materials to be sold shall be handled in a safe and orderly manner. All materials sold must be promptly removed from the premises and all materials shall be removed within the completion time set forth in the specifications. The Contractor shall be responsible for any injuries to persons or damage to the property resulting from the sales of these materials and shall be responsible for any permits, fees or sales tax in connection therewith.

RUBBLE AND DEBRIS: All rubble and debris shall be loaded on trucks and hauled away from the premises by the Contractor for legal disposal.

CLEANING: The Contractor shall keep the premises reasonably clean at all times and shall promptly remove all rubble, debris, trash and litter from the demolition site as well as from ingress and egress areas.

The burning of waste or rubbish will not be allowed at the site. Contractor shall maintain the premises in order to prevent the harboring of rodents. The site shall be clear of all debris, salvage, temporary facilities and equipment of the Contractor by the completion time set forth in the specifications.

FINAL COMPLETION AND ACCEPTANCE

- A. Within ten (10) working 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 if the work is found to be completed in accordance with the Contract Documents, the City shall pay the Contractor, under the terms of this Agreement, provided they have fully performed their contractual obligations under the terms of this contract. Payment shall be made upon final completion of the work.
- B. The payment of the final amount owing the Contractor shall constitute a waiver of all claims by the City except:
 - 1. Claims arising from failure to comply with the plans and specifications.
 - 2. Claims arising from faulty work or materials appearing after substantial completion.
 - 3. Claims arising by virtue of any special guarantee specified in the Contract.
 - 4. Claims of the City previously made against the Contractor by as yet unsettled.

- C. The acceptance of the payment by the Contractor shall constitute a waiver of all claims by the Contractor, except claims previously made by the Contractor but as yet unsettled.
- D. Entire payment may be withheld by the City should evidence of the following be discovered:
1. Defective work not corrected.
 2. Claims filed against the Contractor.
 3. Reasonable evidence indicating the probability of filing of claims against the Contractor.
 4. Failure of the Contractor to make proper payments to the subcontractor for materials or labor.
 5. A reasonable doubt that the Contract can be completed for the then unpaid balance.
 6. Unsatisfactory work progress by the Contractor.

CIVIL RIGHTS PROVISIONS

During the performance of their contract, the Contractor shall agree to the following conditions:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or nation origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees, place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246, as amended (3CFR 1679 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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):

TYPE

AMOUNT

1. **Workers' Compensation and Employer's Statutory Liability**

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.

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) working 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.



2298 BLANCHETTE ST.

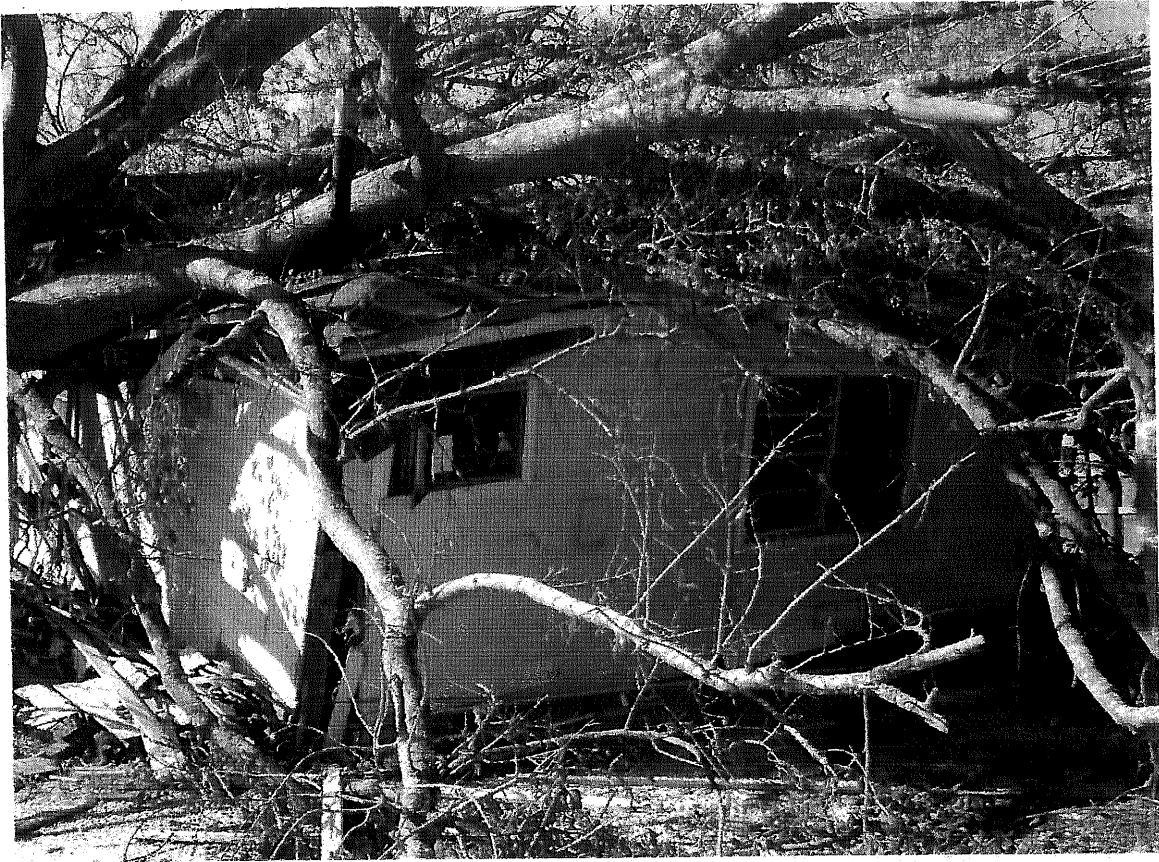


3375 GLENWOOD AVE.



1110 HOUSTON ST.

Ike



2525 MILAM ST.



1275 WESCALDER RD.

BID SHEET NO. 1, PAGE 1BID OPENING DATE: **TUESDAY, MARCH 10, 2009****10:00 A.M.**

BEAUMONT, TEXAS

CITY BID NUMBER:

Ci0209-09**BID SHEET**

FOR FURNISHING: **RESIDENTIAL DEMOLITION SERVICES**
(AS PER SPECIFICATIONS)

NOTE: Bid will be awarded in total to one contractor. Prices must be itemized.

OUTLINE OF BID DATA:

ADDRESS	APPROXIMATE SIZE OF STRUCTURE	ITEMIZED PRICE
2298 BLANCHETTE, AND ALL TRASH AND DEBRIS, ALL TREES AND LITTER	5120 SQ. FT.	\$
3375 GLENWOOD AVE. AND ALL TRASH AND DEBRIS	1995 SQ. FT.	\$
1110 HOUSTON AND ALL TRASH AND DEBRIS	1800 SQ.FT.	\$
2525 MILAM AND ALL TRASH AND DEBRIS ALSO TREE * FILL IN HOLE*	810 SQ. FT.	\$
1275 WESCALDER RD. AND ALL TRASH AND DEBRIS ** NOT STORAGE BUILDING** OWNER IN FEMA TRAILER! GOING TO REBUILD.	3000 SQ. FT.	\$
TOTAL		\$
TOTAL COMPLETION DAYS: _____ WORKING DAYS (maximum 20)		

INSERT VENDOR NAME:

* PLEASE COMPLETE BID SHEET NO. 1, PAGES 1-3. *
(CONTINUED ON BID SHEET NO. 1, PAGE 2.)

BID SHEET NO. 1, PAGE 2

BID OPENING DATE: **TUESDAY, MARCH 10, 2009**

10:00 A.M.

BEAUMONT, TEXAS

CITY BID NUMBER:

Ci0209-09

BID SHEET

FOR FURNISHING: **RESIDENTIAL DEMOLITION SERVICES**
(AS PER SPECIFICATIONS)

NOTE:

**REMOVE ALL FOUNDATIONS ON PREMISES UNLESS OTHERWISE STATED.
ALL RESIDENTIALS, REMOVE ALL WALKWAYS, LEAVE DRIVEWAYS UNLESS
DAMAGED. REMOVE ANY DOWNED TREES, LIMBS AND DEBRIS.**

Demolition of all structures included in this bid must be completed within the total completion days provided on this bid sheet which shall not exceed a maximum of twenty (20) days. Failure to complete specified work by end of completion date may result in liquidated damages of \$100.00 per day per structure.

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 1-3. *
(CONTINUED ON BID SHEET NO. 1, PAGE 3.)

BID SHEET NO. 1, PAGE 3

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

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

FORM CIQ

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.

- Q. 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:

- A. Name, mailing address, and business phone number of the protesting party;
- B. Appropriate identification of the bid or proposal being protested;
- C. A precise statement of the reasons for the protest; and
- D. 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.