



REQUEST FOR BIDS

Asbestos Abatement Project

1800 North Frances Street, Terrell, Texas 75160

BID NO. 11-28-16

BID OPENING

Monday, November 28, 2016

10:00 A.M.

**Charles Fenner
Municipal Development Director
City of Terrell
P.O. Box 310
Terrell, Texas 75160
972.551.6600 Ext. 247**

INVITATION FOR BID

SEALED bids addressed to the **Municipal Development Department**, City of Terrell, 201 E. Nash Street, Terrell, Texas, 75160, for the **Asbestos Abatement of a vacant substandard structure located at 1800 North Frances Street, City of Terrell, Kaufman County, Texas – Bid No. 11-28-16**, as described in the specifications, will be received until Monday, **November 28, 2016 at 10:00 A.M.**, and then publicly opened and read aloud. A **PREBID MEETING** will be held on **Monday, November 21, 2016 @ 3:00 p.m. on location**. No BID may be withdrawn after the scheduled opening time. Any BID received after scheduled bid opening time will not be accepted. BIDS must be submitted on City of Terrell BID Forms. BID Forms, Specifications, and Instructions to interested vendors may be obtained without charge from the Municipal Development Department (Room 114) at the Terrell City Hall, 201 E. Nash Street, Terrell, Texas. In case of ambiguity, duplication, or obscurity in the BIDS, the City of Terrell reserves the right to construe the meaning thereof. The City of Terrell further reserves the right to reject any and all BIDS, accept the best BID deemed in the best interest of the City and waive informalities.

Issued this the **10th day of November, 2016**.
CITY OF TERRELL

POSTED ONLINE WITH SPECIFICATIONS:
November 11, 2016

PUBLISHED:
THE TERRELL TRIBUNE
Saturday, November 12, 2016
Saturday, November 19, 2016

**INVITATION FOR BID
BID NO. 11-28-16**

The enclosed **INVITATION FOR BIDS** and accompanying **SPECIFICATIONS AND PROPOSAL SHEET(S)** are for your convenience in bidding the enclosed referenced Asbestos Abatement Project for **CITY OF TERRELL**. Sealed bids shall be received no later than: **Monday, November 28, 2016 10:00 A.M.**

MARK ENVELOPE: **BID NO. 11-28-16**

RETURN PROPOSAL TO: **CHARLES FENNER, DIRECTOR
MUNICIPAL DEVELOPMENT DEPARTMENT
CITY OF TERRELL
201 E. NASH STREET
P. O. BOX 310
TERRELL, TEXAS 75160**

VENDOR shall sign or initial each acknowledgement shown on the bid on each page. BIDS which are not signed and acknowledged in this manner may be rejected. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in the City Council Chambers, 201 E. Nash Street, Terrell, Texas, on **Monday, November 28, 2016 10:00 A.M.** You are invited to attend.

If you do not wish to bid at this time, but wish to remain on the bid list for this commodity, please submit a "No Bid" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "Bid" or "No Bid" for three consecutive Bids you shall be removed from the bid list. If you wish to be removed from the bid list, or moved to the bid list for another commodity, please let us know. The City of Terrell is aware of the time and effort you expend in preparing and submitting Bids to the City. Please let us know of any bid requirements, which are causing you difficulty in responding to our bids. We want to make the process as easy as possible so that all responsible vendors can compete for the City's business. Awards will be made approximately 30 days after the bid opening date. To obtain bid results or if you have any questions, please contact Ricky Mendez - Municipal Development Department at 972-551-6600 - EXT. 250. The City of Terrell appreciates your time and effort in preparing a bid.

**CITY OF TERRELL
INVITATION TO BID
INSTRUCTIONS/TERMS OF CONTRACT**

Sealed BIDS will be received for the Asbestos Abatement **of the Vacant Substandard and Dangerous Structure located at 1800 North Frances Street, City of Terrell, Kaufman County, Texas.** IT IS UNDERSTOOD that the City Council of the City of Terrell, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of the City of Terrell.

SEALED PROPOSALS MUST BE submitted on the forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope, with each page manually signed by a person having the authority to bind the firm in a contract and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

SUBMISSION OF BID:

Sealed BIDS shall be submitted to:

**CHARLES FENNER
CITY OF TERRELL
201 E. NASH STREET
P. O. BOX 310
TERRELL, TEXAS 75160**

**Not later than Monday, November 28, 2016 10:00 A.M.
MARK ENVELOPE: BID NO. 11-28-16**

**ALL BIDS MUST BE RECEIVED IN THE MUNICIPAL DEVELOPMENT DEPARTMENT
PRIOR TO OPENING DATE AND TIME.**

RECITALS

FUNDING: Funds for payment have been provided through the City of Terrell budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Terrell fiscal year shall be subject to budget approval by the City Council.

LATE BIDS: Bids received in the Municipal Development Department after submission deadline will be considered void and unacceptable. The City of Terrell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Municipal Development Department shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity must initial any interlineation, alteration, or erasure made before opening time.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the City of Terrell for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their proposal.

SALES TAX: City of Terrell is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

BID AWARD: The bid shall be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Terrell considering the relative importance of price and other evaluation factors included in bid package and that may requested following the bid opening. City of Terrell reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the City

CHANGE ORDERS: No oral statement(s) of any person shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Municipal Development Director of the City of Terrell.

DELIVERY: All delivery and freight charges (FOB CITY OF TERRELL designated location) are to be included in the bid price.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Terrell.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the attachment provided and such attachment will become a part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance

with the specifications of the invitation. The Terrell City Council reserves the right to accept any and all or none of the exceptions(s)/substitution(s) deemed to be in the best interest of the City.

DESCRIPTIONS: Any reference to modes and/or make/maker used in the bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

ADDENDA: Any interpretations, corrections or changes to this Invitation for Bids and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Terrell Municipal Development Department. Addenda will be mailed to all that are known to have received a copy of this Invitation for Bids. Bidders shall acknowledge receipt of all addenda.

BIDS MUST COMPLY with all federal, state, county and local laws concerning these types of services.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
and
2. Be able to comply with the required or proposed delivery schedule; and
3. Have a satisfactory record of performance; and
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The City of Terrell may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this Invitation to Bid. Failure to provide this information may result in rejection of bid.

SUCCESSFUL BIDDER SHALL defend, indemnify and hold harmless the City of Terrell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and hold harmless the City of Terrell from all liability, claim or demand on their part, their agents, servants, customers, and/or employees whether such liability, claim or demand arises from events or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which

the occupied premises are located. Successful bidder shall pay any judgment with costs, which may be obtained, against City of Terrell growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until such contract expires, and delivery and acceptance of products and/or performance of services under the contract may be terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state in such notice the reasons for such cancellation. City of Terrell reserves the rights to award the canceled contract to next lowest and best bidder deemed to be in the best interest of the City.

TERMINATION FOR DEFAULT: City of Terrell reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. City of Terrell reserves the right to terminate the contract in the event the successful bidder(s):

1. Fails to meet schedules; or
2. Defaults in payment of any fees; or
3. Otherwise fails perform in accordance with these specifications.

Breach of contract or default authorizes the City to exercise any or all of the following rights:

- City of Terrell may take possession of the assigned premises and any fees accrued or becoming due to date.
- City of Terrell may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or hereinafter becoming due. In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Terrell shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees the City of Terrell shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by City of Terrell shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Terrell, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect City of Terrell from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, City of Terrell may appoint a contract administrator with designated responsibilities to ensure compliance with contract requirements, including but not limited to, acceptance, inspection and delivery. The

contract administrator will serve as liaison between the Municipal Development Department (which has the overall contract administration responsibilities) and the successful bidder.

CONTRACT: City of Terrell and the successful contractor shall execute a Contract for the work at the Site. The Contract Number must appear on all itemized invoices and packing slips. City of Terrell will not be held responsible for any orders placed/delivered without a valid current Contract Number.

PACKING SLIPS: Each shipment should include packing slips or other suitable shipping documents and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) City of Terrell Contract Number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

INVOICES: All invoices shall show all information as stated above, shall be issued for each Contract and shall be mailed directly to the City of Terrell, ATTN: MUNICIPAL DEVELOPMENT DEPARTMENT, P. O. Box 310, Terrell, Texas 75160.

PAYMENT: Payment will be made upon receipt and acceptance by the City of Terrell of item(s) ordered and receipt of a valid invoice in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder(s) is required to pay subcontractors within ten (10) days.

ITEMS: Items supplied under this contract shall be subject to the City's approval. Items found to be defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

REMEDIES: The successful bidder and City of Terrell agree that both parties have all rights, duties and remedies available as set forth in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the City of Terrell, Kaufman County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Terrell.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

QUESTIONS: If you should have any questions regarding this Invitation to Bid and/or the specifications, please direct them to Charles Fenner, Municipal Development Director at 972.551.6600 ext. 247.

**Specifications and Bidding
Documents
Asbestos Abatement**

Project: 11-28-16

Bids due:

November 28, 2016 at 10:00 a.m.

SCOPE OF WORK

The abatement of Asbestos Containing Material (ACM) including wallboard joint compound (walls and ceilings), floor tile, floor tile mastic and sheet vinyl flooring associated with the property located at 1800 North Frances Street in Terrell, Texas (hereinafter, the Site). The scope of work includes the removal and disposal of non-ACM materials required to access the ACM.

Acknowledgement: _____

UTILITIES

It shall be the responsibility of the City to provide utilities (electrical service and water) to the Site. Work may not commence until a written "NOTICE TO PROCEED" has been issued by the Municipal Development Director.

Acknowledgement: _____

EQUIPMENT

It is the contractor's responsibility to furnish all equipment necessary to perform the work needed. Equipment shall be kept in good and safe working order. The contractor must have the ability to remove all waste materials from the site and deliver to an approved landfill.

All materials shall be disposed of in an approved licensed landfill and invoices for contracted work shall not be paid unless the contractor returns to the city a bona fide receipt or manifest from the landfill verifying that the materials were disposed of properly. All dumpsters not used for asbestos-containing materials or not otherwise owned by the contractor shall be rented or leased from the City's waste management contractor, Progressive Waste Solutions (IESI) 972-686-5665, in accordance to the franchise agreement and adopted pricing schedule (available upon request).

Acknowledgement: _____

OTHER CONDITIONS

The contractor must be readily available to perform the work desired by the City. After work is commenced, the abatement activities shall be completed as soon as possible to minimize possible hazardous conditions. After the work is completed, the contractor shall notify the Building Official/Inspector who will then inspect and approve or disapprove the work.

Acknowledgement: _____

LENGTH OF CONTRACT

Work must be completed for each contract within the time frame stipulated on the successful bidders bid form unless approved extensions are granted by the Building Official. If work has not commenced on a contract within sixty days of its award then the contract shall be subject to termination.

Acknowledgement: _____

TERMINATION OF CONTRACT

The City of Terrell or the Contractor may terminate the contract without cause upon a written ten (10) day notice. Payment for any work performed prior to termination of the contract is subject to the difference between the original bid price and the cost of contracting another party to complete the work. If the new contract meets or exceeds the original bid price then no payment shall be made to the original contractor.

Acknowledgement: _____