### **INVITATION FOR QUOTES**

# CITY OF CONROE DEMOLITION/ LOT CLEARANCE



CITY OF CONROE P.O. BOX 3066 CONROE, TEXAS 77305

RESPONSES DUE OCTOBER 12, 2023 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

#### **CITY OF CONROE**

#### 1. <u>Preparation of Quotes:</u>

Quotes for "City of Conroe-Demolition/ Lot Clearance" shall be submitted electronically through Vendor Registry or E-mailed to the attention of the Code Enforcement Department, Chuck Purvis, <a href="mailego:cpurvis@cityofconroe.org">cpurvis@cityofconroe.org</a>. Questions shall be made to Chuck Purvis, Phone: 936-522-3600.

Quotes are due no later than October 12, 2023 at 2:00 PM.

#### 2. Owner:

The City reserves the right to waive technical irregularities in bidding. Award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below.

#### Best Value Selection Criteria:

a)	Purchase price.	50 Pts.
b)	Meets all bid specifications.	30 Pts.
c)	Completion Timeline	10 Pts.
d)	Cities past history / experience/ References	10 Pts.

#### 3. <u>Bidders:</u>

Bidders desiring further information or interpretation must request such information or interpretation from the Purchasing Department. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

#### 4. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

#### 5. Substitutions:

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

#### 6. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

#### 7. References:

The City of Conroe may request bidders to supply, with this Invitation to Quote, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.

#### 8. Delivery of quotes:

It is the bidder's responsibility to deliver his quote at the proper time either electronically through Vendor Registry or emailed to the proper address. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set. IF no quotes are received by the due date, the City reserves the right to extend the due date of the quotes.

#### 9. <u>Corrections:</u>

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

#### 10. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

#### 11. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

12. <u>Ethical Standard:</u> No City official or employee shall have interest in any contract resulting from this "RFQ". Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

#### 13. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

#### 14. Insurance Requirements:

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

	COVERAGE	LIMITS
A.	Worker's Compensation	- As required by Texas Law
B.	Employer's Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage	e) - \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

#### 15. <u>Independent Contractor Relationship:</u>

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Invitation for Quotes will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

#### 16. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

#### 17. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

#### 18. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

#### 19. Term of Contract:

This contract will last until the project is complete.

#### 20. Proposal Agreement and Certification

#### The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

(Company Name)	(Name of Authorized Agent – Printed)
(Street Address / P.O. Box)	(Authorized Agent Signature)
(City / State / Zip Code)	(Date)
(Phone)	(E-Mail Address)



City of Conroe Code Enforcement 300 W. Davis, Suite 530 Conroe, Texas 77301 936-522-3600

Nancy S. Mikeska
Assistant City Administrator
&
Director of Community Development

City of Conroe 2023
Demolition,
Lot Clearance,
and
Bid Documents
and
Specification Manual

## City of Conroe Code Enforcement Demolition/Clearance Specifications

The Contractor/Bidder shall have all necessary insurance and shall obtain a Demolition Permit from the City in accordance with the City of Conroe Ordinances. The Contractor/Bidder shall furnish all labor, material, equipment and shall accomplish in a workmanlike manner all work described below for each residential structure:

- 1. Demolish, clear, and dispose of all structures, junk vehicles rubbish and debris in an approved landfill.
- 2. Demolish, clear, and dispose of piers, concrete steps, concrete slab, and concrete porches, in an approved landfill. All piers are to be cut twelve (12) inches below ground level and compacted fill dirt shall be used to fill the void.
- 3. Site is to be left in pristine condition.
- 4. Remove and dispose of all debris (including tires), rubbish, and brush in an approved landfill.
- 5. The Contractor is responsible for the location and protection of all utility services.
- 6. Have a Licensed Plumber cap all water and sewer lines. Existing lines must be located & marked for reconnect at a location on or near the property line.
- 7. Grade the lot(s) and leave in a mow-able condition.
- 8. Mow the lot if it needs mowing.
- 9. Properly dispose of all hazardous materials as required by TNRCC.
- 10. Provide copies of all landfill disposal receipts to the Code Enforcement Office. Draw for Demolition will be held until dump receipt(s) have been turned in to CDBG.

<u>Do not base bids on salvaging any sellable or usable items from demolition site</u>. Owner has the right to remove any items.

No work shall begin until Notice to Proceed has been received by the Contractor.

## TOTAL AND COMPLETE BID PROPOSAL FORM FOR RESIDENTIAL RECONSTRUCTION CONTRACT

The City of Conroe, Texas on behalf of the Owner(s) named below, invite you to bid for the demolition and removal of the existing improvements, tree removal, and lot clearance upon the following described properties:

Lurlean McWashington

OWNER (S):

OWNER (S): Taurus Horace PROJECT ADDRESS: (Demolition) 521 A S. 12 <sup>th</sup> , Conroe, TX 77301  OWNER (S): Rosa L. Wilson-Moore PROJECT ADDRESS: (Demolition) 804 S. 5 <sup>th</sup> , Conroe, TX 77301  OWNER (S): Frederick W. Warren PROJECT ADDRESS: (Demolition) 400 Martin Luther King Jr. pl N.		PROJECT ADDRESS:	(Demolition) 429 Avenue I, Conroe, TX 77301	<del></del>	
PROJECT ADDRESS: (Demolition) 804 S. 5 <sup>th</sup> , Conroe, TX 77301  OWNER (S): Frederick W. Warren		• •			
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TOTAL PROPOSED BID:	TOTAL	I PPOPOSED RID:			