

CITY OF VICTORIA, TEXAS

PURCHASING DIVISION

INVITATION TO BID, BID SPECIFICATIONS & BID FORMS

FOR

DEMOLITION OF SUB-STANDARD BUILDINGS AND CONTENT REMOVAL



BIDS WILL BE RECEIVED UNTIL
1:30P.M. ON WEDNESDAY, MAY 6, 2009
AT THE PURCHASING OFFICE
1201 E. PINE STREET
VICTORIA, TX 77901

AFTER 1:30P.M. ALL BIDS SHALL BE DELIVERED TO
CITY OF VICTORIA – 700 MAIN CENTER
702 N. MAIN STREET, SUITE 204
VICTORIA, TEXAS 77901

PUBLIC BID OPENING WILL BE CONDUCTED AT 2:00P.M.
ON WEDNESDAY, MAY 6, 2009
AT THE CITY OF VICTORIA – 700 MAIN CENTER
702 N. MAIN STREET, SUITE 204
VICTORIA, TEXAS 77901

PHONE: 361-485-3170
FAX: 361-578-9478

Bid Reference No: 50609-S-1

INVITATION TO BID

Bids, addressed to the City of Victoria, Purchasing Department, will be received for Demolition of Sub-Standard Buildings and Removal of Content in accordance with the specifications and contract documents at the following addresses in the City of Victoria:

1. 1104 Bottom Street
2. 1207-B S. Cameron
3. 3107 N. Main (Accessory Structure Only)
4. 804 E. Sabine
5. 1204 Tristan

in accordance with the specifications and contract documents. Bids will be received at the office of the City Purchasing Department, 1201 E. Pine Street, Victoria, Texas until 1:30p.m. on Wednesday, May 6, 2009. After 1:30p.m. all bids shall be delivered to City of Victoria – 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901. Bids will be opened and publicly read aloud at City of Victoria – 700 Main Center, 702 N. Main Street, Suite 204, Victoria, Texas 77901 on Wednesday, May 6, 2009 at 2:00p.m. Any bid received after 2:00p.m. will be returned unopened. The envelope containing the bid shall be clearly marked “**Bid for Demolition of Sub-Standard Buildings and Content Removal.**”

A Pre-Bid Conference will be held at 9:30a.m. on Tuesday, April 28, 2009 at 700 Main Center, Suite 204, Conference Room, Victoria, Texas 77901.

Unless otherwise provided in the contract documents or shown in the order for demolition, bidders should assume that all buildings on the lot located at the aforementioned addresses are to be demolished and removed.

Unless otherwise specified in a bid, the City of Victoria may accept any bid or group of bids in a manner that the City determines is most advantageous.

No bidder may withdraw its bid within 90 days after the actual date of the opening thereof.

The successful bidder will be asked to enter a contract with the City of Victoria, in the form attached to this document. Failure of the bidder to provide all necessary insurance and execute the contract within **30** calendar days after the City awards the bid to said contractor shall entitle the City to consider that bidder nonresponsive and non responsible and award a contract for demolition to a different bidder.

After execution of the contract by all parties, the City will issue a Notice to Proceed to the Contractor. All work required by the contract for demolition and content removal must be completed within **60** calendar days from the date the Notice to Proceed is issued, unless a time extension is granted by the City’s Representative in writing.

Submission of a bid constitutes acceptance by the Bidder of the 60 calendar days completion time for the project. Failure of the contractor to complete the work within the aforementioned number of calendar days following the notice to proceed shall entitle the City to terminate the contract and complete the project by other means. In the event of termination due to failure to complete the contract, the Contractor will not be entitled to compensation for the contracted project.

All Bidders should pay particular attention to **Section 14-Contractor Insurance Requirements** of the Project Specifications.

The City’s Representative for this project is Grace Campos, Senior Code Enforcement Officer, who may be contacted by phone at 361-485-3330 or by mail to P.O. Box 1758, Victoria, Texas, 77902. Bidders should submit questions about the proposed contract to the City’s Representative. The City will attempt to post necessary replies to bidders of record as written addenda, which become a part of the Bidding Documents. Oral instructions do not form a part of the Bidding Documents. Bidders should contact the City’s Representative not less than 72 hours before bid opening to secure any addenda that may affect bidding.

The City may make any investigations deemed necessary to determine the bidder's ability to perform the work and financial responsibility. When requested, a bidder shall furnish such information and data necessary for this purpose to the City. A bidder may be required to submit information on its ability and experience at performing comparable work, business and technical organization, financial resources, available equipment, proposed method of performing the work, and prior contract experience.

The City reserves the right to reject the bid of any bidder if evidence or investigation indicates that the bidder is not financially

responsible, properly qualified, or sufficiently experienced or knowledgeable, in the opinion of the City, to properly complete the work in a responsible manner.

Do not alter the Bid Form with written memoranda or qualifications. Any explanation, alteration, or other statement proposed by the Bidder must be written separately, signed independently, and included in the bid envelope.

A person authorized to bind the bidder to a contract must sign the Bid Quotation Form in the appropriate space. When the bidder is a corporation or other legal entity, the bid must be signed with the legal name of the corporation or other entity, followed by the name of the state of incorporation or association and the legal signature of a person authorized to bind the corporation to a contract.

The bidder shall submit a list of subcontractors with their bid for major portions of the work. The bidder shall give the names and addresses of the selected subcontractors listed in the Bid Form. Failure to list subcontractors constitutes reason for rejecting the bid.

Attention is directed to the provisions of the contract documents requiring the Contractor to submit evidence to the City of full payment of all subcontractors (Affidavit of Bills Paid) before final payment is made to the Contractor.

The City is not obligated to accept the lowest bid or any bid. The City reserves the right to reject any or all bids, and to waive any irregularities in bids or in bidding. The City may accept any bid deemed advantageous. The contract award may include full consideration of unit prices, alternatives, and completion time.

Lana Schultz
Purchasing Agent

**CITY OF VICTORIA, TEXAS
PROJECT SPECIFICATIONS
FOR
DEMOLITION OF SUB-STANDARD BUILDINGS
AND CONTENT REMOVAL**

1. DEFINITIONS:

- Brush:** All trees or shrubbery under seven feet in height or three inches in diameter or less which are not maintained, cared for, or cultivated.
- Debris:** Dirt, concrete, rocks, brick or other waste building materials.
- Demolition:** Total destruction and complete removal of all debris associated with destruction.
- Junk:** All worn-out, worthless, and discarded material, other metals, glass, paper and cordage.
- Remove:** Transfer to a legal, permanent location for the storage of refuse or sale and delivery to a third party.
- Rubbish:** Garbage, trash and other discarded articles and materials.
- Trash:** All refuse other than garbage, debris and brush, including any household trash and yard trash (grass clippings, leaves, etc...).
- Weeds:** All rank and uncultivated vegetable growth or matter that:
- Has grown more than 12 inches in height; or
 - May create an unsanitary condition or become a harborage for rodents, vermin, or other disease carrying pests, regardless of the height of the weeds.

2. SCOPE OF WORK: Contractor shall demolish the building(s) at the locations(s) described in the Form of Agreement and shall remove all brush, debris, junk, rubbish, trash and weeds at said location(s), in accordance with the requirements of the bid package, all contract documents, and the following:

- (a) Unless otherwise specified by the City's Representative, Contractor shall remove the entirety of all buildings at the address specified in the Form of Agreement, **including all foundation and piers.**
- (b) Contractor shall:
 - (1) cut all sewer lines below the surface of the final, level grade of the lot,
 - (2) **cap all sewer lines** in a manner that seals said pipes from infiltration of water or other material,
 - (3) call the City's Code Enforcement Supervisor at 361-485-3330 and allow a City Code Enforcement officer supervisor to come to the site and photograph the capped sewer ends. Capped sewer ends **MUST** be photographed by Code Enforcement officers prior to being covered with dirt or Contractor will be required to dig up capped sewer end for photograph.
- (c) Contractor shall not disturb gas meter lines that are within 8 feet of the curb.
- (d) Contractor shall trim back all above-ground cables, electric lines, and telephone lines to the post to which they are affixed and not leave them hanging.
- (e) Contractor shall fill, with topsoil, the excavated area caused by the removal of the building.
- (f) Contractor shall fill the demolition area to blend with the existing grade of the lot.
- (g) Contractor may trim or remove any trees next to the building(s) to be demolished if necessary to facilitate demolition; however, the Contractor shall protect surrounding grounds, and shade trees not next to the building from unnecessary damage resulting from the demolition work.

- (h) At the completion of the work, the Contractor shall clean, mow, trim, and leave the lot clear of all debris, weeds, junk, trash, and rubbish.
- (i) Contractor shall furnish all labor, supervision, machinery, equipment, and materials necessary to complete this project in accordance with the contract documents.

3. TIME AND ORDER FOR COMPLETION: The Contractor will be permitted to prosecute the work in the manner and order of his own choosing, but shall comply with all time and other requirements described herein. The work covered by the Contract Documents shall be fully completed within **60 calendar days** from the date specified in the Notice to Proceed issued by the City of Victoria. The City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the Contract Documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified. Time is of the essence to the completion of this contract.

4. PAYMENT: All payments due to the Contractor shall be made in accordance with the provisions of the General Terms and Conditions of the Contract Documents.

5. PROPERTY OWNER'S INTERFERENCE: Contractor agrees to vacate the subject property and immediately notify the City if the property owner and/or his agent interferes with the completion of this contract. If the contract is terminated by the City for this reason, the Contractor shall submit an itemized accounting for work done prior to receiving payment. The City retains the right to terminate this contract and pay only for the actual work done, as a percentage of the work originally contracted, if the property owner and/or his agent interfere with the Contractor's performance in any manner.

6. AFFIDAVITS OF BILLS PAID: The City of Victoria reserves the right, prior to final acceptance of this project, to require the Contractor to execute an affidavit to verify that all bills for labor, materials and incidentals incurred in the demolition of said building have been paid in full and that there are no claims pending of which the Contractor has been notified.

7. MATERIALS AND WORKMANSHIP: The intent of these contract documents is that only workmanship of the best quality will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing high quality workmanship for the project. The presence or absence of a representative of the City on the construction site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for workmanship and methods set forth in the Contract Documents provide minimum standards of quality, which the City believes necessary to procure a satisfactory project.

8. PROTECTION OF THE WORK: The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of demolition, and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to the Contractor.

9. SALES AND USE TAX EXEMPTION: This contract is issued by an organization that qualifies for exemption from sale, excise and use taxes pursuant to Texas Tax Code §§ 151.301 and 151.309. The Contractor may obtain a sales tax exemption certificate from the City's Finance Department to buy exempt materials to be incorporated into the work from sales tax.

10. PROTECTION AND REMOVAL OF SUBSURFACE LINES AND STRUCTURES: The Contractor shall exercise reasonable care to locate and prevent damage to all underground pipe-lines, utility lines, conduits or other underground structures during the work contemplated by these Contract Documents. All underground lines or structures cut or damaged by the Contractor shall be repaired immediately by the Contractor to the satisfaction of the City at the Contractor's sole expense. The work will include disconnecting all utilities. The contractor will arrange for capping sewer line below ground and marking the end thereof with a post, removal of any gas meter and its line at a point approximately 8 feet behind the street curb, removal of all overhead power, removal of any telephone and television transmission cables, and clearing the property of all debris resulting from the demolition work.

11. CONTRACTOR'S REPRESENTATIVE: The Contractor shall be required to have a responsible representative available at all times while the work is in progress under this contract and furnish the name, address and telephone number where such representatives may be reached during the time that the work contemplated by this contract is in progress.

12. CONDITIONS OF PREMISES DURING AND UPON COMPLETION OF WORK: The Contractor shall at all times keep the premises free from accumulation of debris caused by the work; and, at the completion of the work, shall remove all such debris, his tools, machinery, equipment and surplus materials and shall leave the work raked clean or its equivalent. The work shall be left in good order and condition. If the City determines excessive debris is present, the City may remove the debris and charge the cost to the Contractor. **Proper disposal of all debris is required at an approved solid waste disposal site.** Prior to receiving final payment, the Contractor shall provide all dump tickets received for the site's debris to the City.

13. PERMITS: It will be the responsibility of the Contractor to obtain all necessary permits, including demolition permits.

14. CONTRACTOR INSURANCE REQUIREMENTS: The cost of all required insurance should be included in the Contractor's bid. Prior to beginning work, the Contractor shall provide certificates of insurance to the City for review. In addition, if requested at any time, the Contractor shall provide the City with copies of all required policies of insurance and any endorsements thereto. A person authorized by the insurer to bind coverage on its behalf must sign the certificates for each insurance policy. All certificates of insurance shall clearly state that all of the City's applicable requirements have been satisfied. The Contractor and all subcontractors must maintain at least the following insurance during the entire duration of this contract:

(a) Workers' Compensation Insurance Coverage

(1) Definitions:

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.

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 governmental entity.

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.

(2) 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.

(3) The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

(4) 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 governmental entity showing that coverage has been extended.

(5) The contractor shall obtain from each person providing services on a project; and provide to the governmental entity:
(a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
(b) no later than seven 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.

(6) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

(7) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 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.

- (8) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, shown as follows, 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.

JOB SITE NOTICE

REQUIRED WORKERS COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

- (9) The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (a) 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;
 - (b) provide 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;
 - (c) 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;
 - (d) obtain from each other person with whom it contracts, and provide to the contractor:
 - 1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2. 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;
 - (e) retain all required 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;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 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
 - (g) 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.

- (10) A waiver of subrogation against the City of Victoria and its officers, agents, and employees will be included and shown on the certificate of insurance.

(b) General Public Liability Insurance as follows:

\$250,000 for injuries to one person per occurrence;\$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

or

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured, be on the commercial general liability form, and include a waiver of subrogation against the City and its officers, agents and employees. The policy shall provide a products/completed operations endorsement and coverage for contractual liability and acts of independent contractors. No XCU exclusions will be allowed.

(c) Comprehensive Motor Vehicle Liability Insurance on all motor vehicles (other than off-road equipment) used in connection with the contract: Contractor shall comply with the insurance requirements of the State of Texas for operating a motor vehicle used to commute to the worksite; however, if the work on the worksite will be performed with a motor vehicle registered with the State of Texas, then the requirements shall be as follows:

\$250,000 for injuries to one person per occurrence; \$500,000 for injuries to all persons in a single occurrence per occurrence; and \$100,000 for property damage per occurrence

or

\$600,000 combined single limit per occurrence.

The policy shall name the City of Victoria as an additional insured and include a waiver of subrogation against the City and its officers, agents, and employees.

(d) The certificates of insurance furnished to the City of Victoria shall contain a provision that coverage under such policies shall not be canceled or materially changed unless at least 10 days prior written notice has been given to the City. All policies shall be issued by an insurer authorized by Texas Department of Insurance to issue the applicable policies in the State of Texas.

(e) The Contractor will require all subcontractors who provide services on the project to adhere to these requirements.

15. NON-PERFORMANCE/SUBSTANDARD PERFORMANCE: Time is of the essence to the completion of this contract. If the Contractor violates the contract documents or fails to perform all work under this contract in a manner satisfactory to the City, the City may declare this contract in breach, terminate this contract, withhold payment, and/or seek legal remedies to ensure adequate completion of the work. If Contractor fails to complete the demolition and content removal required pursuant to this contract within the period of time permitted for the completion of this contract, the City may, at the City's option:

(a) complete the work or have it completed and

-1. reduce the amount payable to the Contractor by the cost of completing the work, or

-2. charge the Contractor the additional cost of completion, or

(b) adjust the amount payable pursuant to the contract downward to reflect the amount of work actually completed by the Contractor.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE: The Contractor shall give personal attention to the faithful prosecution and completion of this Contract, and shall keep on the work during its progress a competent superintendent and any necessary assistants, all satisfactory to the City's Representative. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on request in each case.

17. CONTRACTOR'S UNDERSTANDING: The information regarding the site of demolition and content removal is furnished solely for the convenience of the Contractor as the best information available at this time. The accuracy of this information is not guaranteed and its use in no way relieves the Contractor or others of any responsibility for loss due to inaccuracies or deviations there from which may be encountered. By signing the "Form of Agreement", the Contractor represents that it has, by careful examination, satisfied itself as to the nature and location of the Project, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the Project, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

18. COORDINATION WITH CITY'S REPRESENTATIVE & CERTIFICATE OF COMPLETION: The Contractor will meet the City's Representative (or his/her designee) at the Site of Work at the following times:

(a) prior to starting work,

(b) after capping the sewers (but before covering the caps), and

(c) at completion of the work, when seeking acceptance thereof.

Within 10 days after the Contractor has given the City's Representative written notice that the Project has been fully completed, the City's Representative shall inspect the Project, and if it is found to be fully completed in accordance with the Contract Documents, the City's Representative shall issue to the City and the Contractor a Certificate of Completion.

19. RIGHT OF ENTRY: The City reserves the right to enter the Project site through such agents as it may elect for any lawful purpose.

20. PROTECTION AGAINST ACCIDENTS TO EMPLOYEES AND THE PUBLIC: The Contractor shall have sole control over safety at the jobsite, and shall be obligated to comply with all applicable provisions of all federal, state, and municipal safety laws and building and construction codes.

21. ROUTING OF TRAFFIC: The Contractor shall obtain approval from the City of plans to barricade a street to traffic at least 48 hours in advance. Contractor shall perform any barricading in compliance with the Texas Manual on Uniform Traffic Control Devices.

22. PROPERTY LINE AND MONUMENTS: The Contractor shall protect all property corner markers, and when any such

markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be re-set at the expense of the Contractor.

23. DAMAGE TO CITY PROPERTY: The Contractor shall avoid damage to City property, including all street surfaces, curbs, gutters, sidewalks, and utilities.

24. PROTECTION OF ADJOINING PROPERTY: The Contractor shall take all necessary measures to protect adjacent properties that might be injured or seriously affected by the activities of this agreement. The Contractor shall indemnify, hold harmless and defend the City and the City's officers, agents, and employees from and against any and all claims for such damage on account any failure to fully protect all adjoining property by Contractor or Contractor's employees or subcontractors.

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

26. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS: The Contractor agrees that it will not include any terms in its contracts with subcontractors that are in derogation of its obligations in this Contract. The Contractor will include in its contracts with subcontractors a stipulation that no lien may be filed in connection with the Project. The Contractor agrees that it will make prompt payments to all subcontractors in connection with this Contract. Prior to making request for Final Payment, the Contractor shall furnish an affidavit that all obligations of this nature have been fully paid. If the Contractor fails to do so, then the City may at its option pay directly any unpaid bills, of which the City has written notice, or may refuse to make any further payments to the Contractor. In no event, however, shall the provisions of this section be construed to impose any obligation upon the City or create any City duty to engage in any actions to benefit any subcontractors or ensure payment of any subcontractors.

27. COMPLIANCE WITH LAWS: The Contractor shall at all times observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect the Contract or the Project, and shall hold harmless, defend and indemnify the City and the City officers, agents, and employees against any and all claims arising from the violation of any such laws, ordinances and regulations, whether by the Contractor or Contractor's officers, agents, employees or subcontractors, except where the violations are called for by the provisions of the Contract Documents. If the Contractor observes that the Contract Documents are at variance with any such laws or regulations, it shall promptly notify the City's Representative in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

28. ASSIGNMENT AND SUBLETTING: The Contractor will retain control and will give full attention to the fulfillment of this Contract, and it will not assign by Power-of-Attorney or otherwise, or sublet this Contract, without the written consent of the City, and no part or feature of the Project will be sublet to anyone objectionable to the City's Representative or the City. The Contractor agrees that the subletting of any portion or feature of the Project or materials required in the performance of this Contract shall not relieve the Contractor from its full obligations to the City as provided by this Contract.

29. EXTENSION OF TIME: Should the Contractor be delayed in the completion of the Project by any act or neglect of the City, or by other contractors employed by the City, or by changes ordered in the work, or by strikes, lockouts, fires, unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, then the Contractor may present a written request to the City's Representative for an extension of time for completing the Project. If the basis for and the amount of the extension are determined by the City's Representative to be justified, the City's Representative shall issue a written extension to the Contractor.

30. HINDRANCES AND DELAYS: The contractor shall make no claims for damages resulting from hindrances or delays from any cause. The sole remedy for any hindrance or delay shall be an extension of time for completion of the Project.

31. ACCEPTANCE AND FINAL PAYMENT: Upon the issuance of the Certificate of Completion, the Contractor shall submit an affidavit that all subcontractors, material suppliers, laborers, accountants and claimants have been fully paid. Following issuance of the Certificate of Completion, within 10 days after receiving the Contractor's Affidavit of All Bills Paid, the City shall issue a Certificate of Acceptance to the Contractor. The City shall make final payment to the Contractor of the balance within 35 days after the date of the Certificate of Acceptance, provided the Contractor has fully performed its obligations under the terms of this Contract. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the Contractor of the requirement to fulfill all of its maintenance and warranty obligations. Contractor's acceptance of payment pursuant to this contract that is designated as "final payment" shall release City from any and all claims of Contractor against City with respect to any work performed pursuant to this contract.

- 32. PAYMENTS WITHHELD:** The City may withhold or nullify the whole or part of any payment request on the basis of:
- (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of the Contractor to make payments properly to subcontractors.
 - (d) Damage to another contractor.

33. DELAYED PAYMENTS: Should the City fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is due, then the City shall pay to the Contractor, in addition to the sum shown as due by the statement, interest at the rate of 6% per annum, from the date due until fully paid, which shall fully liquidate any injury to the Contractor resulting from the delay in payment.

34. TIME OF FILING CLAIMS: All questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the City's Representative within 30 days after the City's Representative has given any directions, orders or instructions to which the Contractor takes exception. The City's Representative shall reply to such written exceptions by the Contractor and render a final decision in writing. Failure to present a question of dispute or adjustment to City's Representative within 30 days after the aforementioned action to which Contractor takes exception shall constitute a waiver of Contractors' request for adjustment or claim against City.

**Form of Agreement
Demolition and Content Removal Contract**

This Demolition and Content Removal Contract is executed and performable in Victoria County, Texas, and is entered into this the _____ day of _____, 2009 by and between the City of Victoria, a municipal corporation, hereinafter referred to as the "City," and _____, a _____ (state) [corporation/partnership/limited partnership/individual (circle one)] doing business as _____ (trade name), whose address is _____, in _____, Texas, hereinafter referred to as "Contractor," acting through its duly authorized undersigned (title) _____.

1. The Project

Contractor agrees to remove the entirety of the building designated below in accordance with the order of the City of Victoria Building and Standards Commission determining said building to be unsafe at the following address: _____, Victoria, Texas, and provide demolition and content removal work for the City in accordance with the attached Contract Documents, which are incorporated herein and are as follows:

- Project Specifications--Demolition and Content Removal Contract,
- Form of Agreement--Demolition and Content Removal Contract,
- Exhibits attached to each Contract Document,
- Any written addendum issued by City,
- Invitation to Bid, and
- Bid Quotation Form

The Contractor agrees to do all work as provided in the Contract Documents and shall do such additional work as may be considered necessary to complete this project in a satisfactory manner as determined by the City. The Contractor shall furnish all labor, tools, material, machinery, equipment, and incidentals necessary to the successful completion of the work. The Contractor shall complete all work required by these contract documents within 60 calendar days after the City's issuance of the Notice to Proceed for this address.

2. Payment

In consideration of the completion of the above described work, and the submittal of an invoice by the Contractor, the City agrees to pay the Contractor the sum of \$ _____. Said payment shall be conditioned upon the acceptance of the work by the City as certified by its final inspection following the receipt of notice from the Contractor that the work is completed and ready for acceptance. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the properties all surplus and discarded materials and debris of every kind in order to leave the work sites in a neat and orderly condition.

3. Contractor as Independent Contractor

The Contractor agrees that it shall operate as an independent contractor as to all work performed under this contract and not as an officer, agent, servants or employee of the City. The Contractor shall have exclusive control of, and the exclusive right to, control the details of its' operations and all persons performing same. The Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, subcontractors, licensees and invitees. The Contractor agrees and represents that the doctrine of respondent superior shall not apply as between the City and the Contractor, its officers, agents, servants, employees, contractors and sub-contractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Contractor.

4. Indemnity

The Contractor shall defend, release, indemnify and hold harmless the City and all of its officers, agents and employees from all suits, actions, or claims of any character, name and description brought for any injuries to persons or damages to property in connection with this contract. Said indemnity shall include attorneys' fees, witness fees, and all other expenses incident to defending a suit or claim. If the City receives notice of any claim or suit, without limitation to any other legal remedy, so much of the money due the Contractor under this Contract, as shall be considered necessary by the City to satisfy this indemnity clause, may be retained for the use of the City. The Contractor expressly agrees to defend, release, indemnify, and hold harmless the City or its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City, its officers, agents or employees or any condition of property owned or controlled by the City.

5. Termination

The City reserves the right to terminate this contract upon breach of its terms by the Contractor. The City further reserves the right to terminate this contract and pay only for the actual work done as a percentage of the work originally contracted if the property owner and/or his agent interferes with the Contractor's performance in any manner. Upon termination or interference by property owner or his agent, the Contractor agrees to vacate the subject property and immediately notify the City. If the contract is terminated by the City for this reason, the Contractor shall submit an itemized accounting for work done prior to receiving payment if payment is due.

6. Miscellaneous

This agreement or the work provided hereunder may not be assigned or subcontracted by the Contractor without the written permission of the City. The Contractor shall maintain on file with the City's Director of Inspections, an up-to-date "DISCLOSURE OF OWNERSHIP INTERESTS" form as shown in the attached exhibit and incorporated herein by reference. If the Contractor is a corporation, then the Contractor shall maintain a current resolution on file with the City's Director of Utilities, certified by the corporation's Secretary, stating that the individual signing this agreement on behalf of the corporation is authorized to do so.

7. Term and Authority

The duration of this contract shall be from the date of execution through the ____ day of 2009. The person signing on behalf of the Contractor represents that the Contractor has properly authorized the signer's execution of this contract.

City of Victoria, Texas:

Contractor: _____

Charles Windwehen, City Manager

Signed: _____
Printed Name: _____
Title: _____

(Seal)

(Seal--if Corporation)

Attest:

Attest:

Scarlet Swoboda, City Secretary

Approved as to Form:

George E. Hyde
Denton, Navarro, Rocha & Bernal, PC, City Attorney

Disclosure of Ownership Interests

The City of Victoria requires contractors for selected projects seeking to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". If additional room is needed to answer questions, attach a separate sheet of paper to this document and entitle it "Attachment to Disclosure of Ownership Interests."

Contractor Name: _____

Contractor Address: _____

Contractor Phone Numbers: Business: _____ Home: _____ Cell: _____

Contractor is: Corporation () Limited Partnership () Limited Liability Company ()
Sole Proprietorship () General Partnership () Other ()

The name, address, phone number and percentage of interest of each person or entity whose interest or shares therein, whether limited or general, is equal to, or in excess of, 3%: _____

If Contractors is a corporation, limited partnership, or limited liability company, please provide the names, addresses and phone numbers of all officers and/or directors of said entity: _____

If any of the aforementioned interests are held by agent or trustee and give the name and address of principal and/or trust and give the trust number, institution, name and address of trustee or estate administrator, and name, address, and percentage of interest in the total entity: _____

4. If any of the aforementioned interests are held by a "holding" corporation or other "holding" entity other than an individual, please state the names and addresses of all parties holding more that a 3% interest in that "holding" entity: _____

5. If "constructive control" of any of the aforementioned interests are held by another party, please give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture or partnership agreements.): _____

6. If any of the aforementioned interests are being held by a member of the City Council, an employee, or a member of a Board or Commission appointed by the City Council of the City of Victoria, please state the name, address, and whether the individual is a member of the City Council, an employee, or a Board or Commission member: _____

7. Is the person completing this form or his/her family member(s) a City employee? () YES () NO

I have not withheld disclosure of any interest known to me. Information provided is accurate and current. I will be responsible for submitting a revised Disclosure of Ownership Interests form, if any of the above information changes.

Signature of Person Preparing Statement

Date

Typed Name & Title of Person Signatory

CITY OF VICTORIA, TEXAS

INVITATION TO BID AND BID QUOTATION FORM

THIS DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF VICTORIA

USE THIS FORM IN SUBMITTING ALL BIDS

<p>BIDDERS NAME & CONTACT INFORMATION</p> <p>(INCLUDE FULL LEGAL NAME {OR EXACT CORPORATE NAME} & TRADE NAME, ADDRESS PHONE NUMBER & FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})</p>	<p>→</p> <p>SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE</p>	<p>DATE: APRIL 17, 2009 QUOTATION No.: 50609-S-1</p> <p>REQUEST FOR: DEMOLITION OF SUB-STANDARD BUILDINGS AND CONTENT REMOVAL</p> <p>SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. ON WEDNESDAY , MAY 6, 2009 AT THE CITY OF VICTORIA PURCHASING DEPARTMENT, 1201 E. PINE STREET, VICTORIA, TEXAS 77901. AFTER 1:30P.M. ALL BIDS SHALL BE DELIVERED TO 700 MAIN CENTER, 702 N. MAIN STREET, Suite 204, VICTORIA, TEXAS 77901. BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. ON WEDNESDAY, MAY 6, 2009 AT 700 MAIN CENTER, 702 N. MAIN STREET, VICTORIA, TEXAS 77901.</p> <p>LANA SCHULTZ 361-485-3170 PHONE</p>		
ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
		The City of Victoria is soliciting bids for the Demolition of Sub-Standard Buildings and Content Removal at the following addresses. All Bids submitted and work performed must be done in accordance with the attached Project Specifications and Demolition and Content Removal Contract.		\$
1	1	1104 Bottom Street		\$
2	1	1207-B S. Cameron Street		\$
3	1	3107 N. Main Street		\$
4	1	804 E. Sabine Street		\$
5	1	1204 Tristan		\$
TOTAL BID				\$
ALL TAXES TO BE EXCLUDED FROM BID			PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS	

DELIVERY IN _____ DAYS FROM RECEIPT OF ORDER.

Note:

By submitting the above and signing below, the signer agrees that acceptance of any or all quotations by the governmental unit that posted the bid constitutes a contract in accordance with the Invitation to Bid and Bid Quotation Form, General Conditions, Technical Specifications and other contract documents that accompanies the request for bid or were available for examination by bidders with respect to this item. Including provisions as to indemnification that may be included therein.

The City of Victoria reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual item basis.

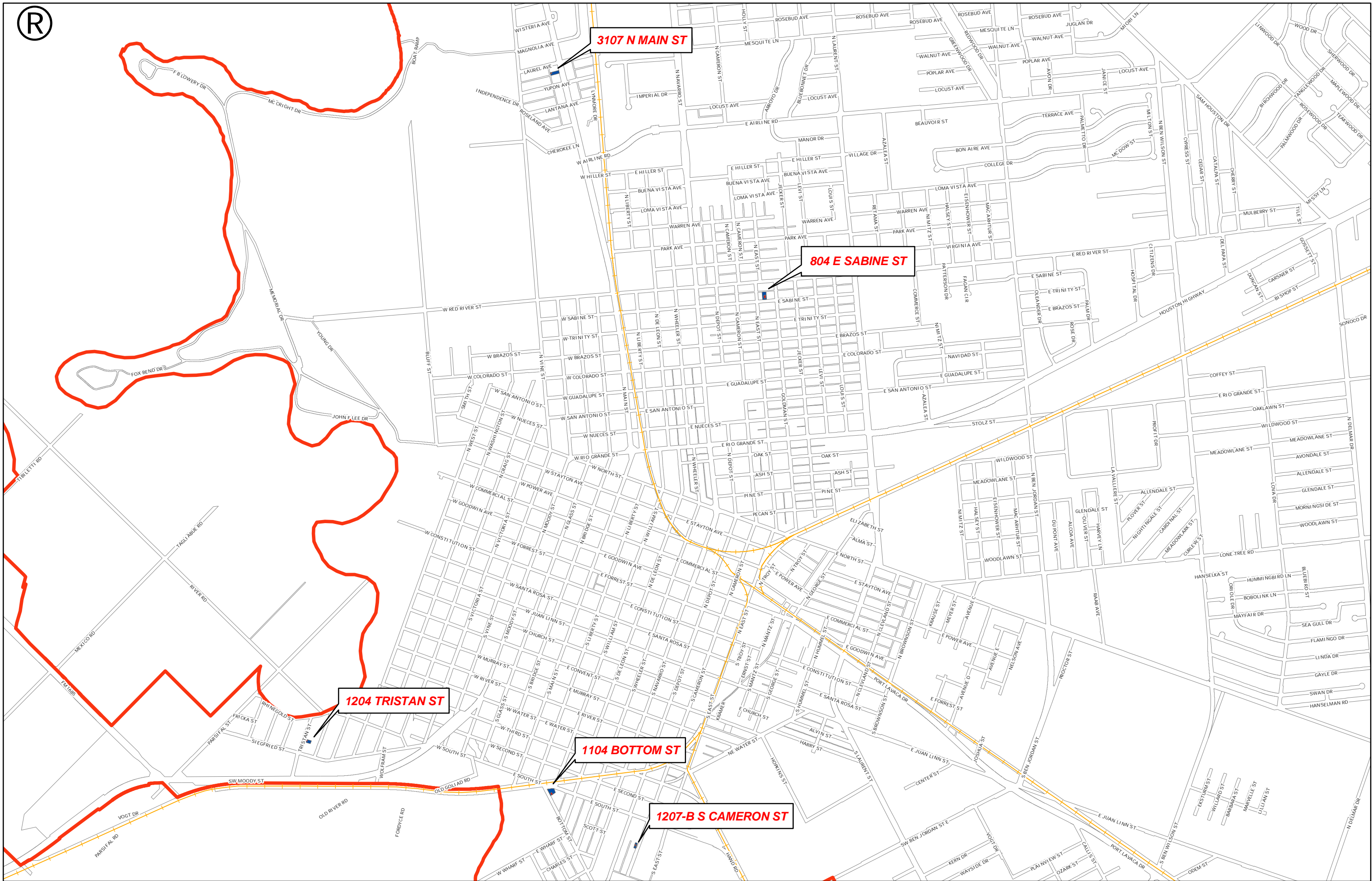
Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the City to purchase some of the item from that bidder.

The City reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

Signature of Authorized Representative

Print Name

Date



3107 N MAIN ST

804 E SABINE ST

1204 TRISTAN ST

1104 BOTTOM ST

1207-B S CAMERON ST



N CAMERON ST

N EAST ST

JECKER ST

E RED RIVER ST

804 E SABINE ST

E SABINE ST

N CAMERON ST

N EAST ST

GOLDMAN ST

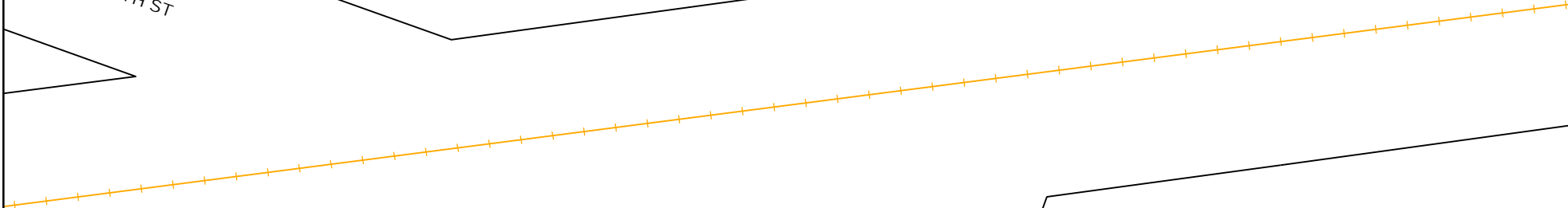
®

S LIBERTY ST

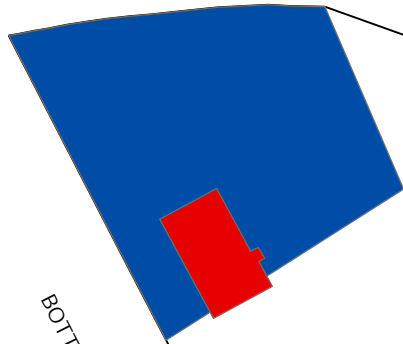
S WILLIAM ST

E SECOND ST

E SOUTH ST



1104 BOTTOM ST



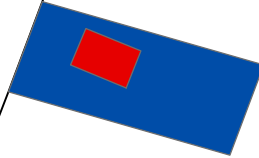
BOTTOM ST

E SOUTH ST

®

ISOLDA ST

1204 TRISTAN ST



SIEGMUND ST

TRISTAN ST

SIEGFRIED ST

VALKYRIE ST

®

S NAVARRO ST

E SOUTH ST

S CAMERON ST

S DEPOT ST

1207-B S CAMERON ST

S EAST ST



®

LAUREL AVE

3107 N MAIN ST

N MAIN ST

YUPON AVE

