City of Weslaco

"The City on the Grow"

David Suarez, Mayor
Olga M. Noriega, Mayor Pro-Tem, District 3
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Fidel L. Pena, III, Commissioner, District 6

Mike R. Perez, City Manager

City of Weslaco

Invitation for Proposal

The City of Weslaco hereby requests sealed proposals for the following:

Demolition of Underground Storage Tanks & Related Equipment

RFP No.: 2016-17-08

Sealed proposals addressed to Homer Rhodes, Purchasing Agent, will be accepted at the Weslaco City Hall Purchasing Department, 255 S. Kansas, Weslaco, Texas 78596, until **3:00 p.m.** on **December 2, 2016**, at which time they will be opened and read aloud. **Please mark envelope, "Sealed Proposal Demolition of Underground Storage Tanks & Related Equipment, RFP No. 2016-17-08".**

Potential Vendors/Respondents are advised that the proposal documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas, Weslaco, Texas 78596, or by calling 956/447-2240. Be advised that if your company is contemplating on submitting a proposal for this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, telephone and fax as well as contact person).

All proposals shall be accompanied by a casher's check or certified check upon a national or state bank in the amount of five (5%) percent of the totals maximum proposal price, payable without recourse to Owner or a bid bond in the same amount from a reliable surety company, as a guarantee that the Contractor will enter into a contract.

A pre-proposal Conference/walk-thru will be held on **November 23, 2016** at **10:00 a.m.** at the Weslaco City Hall Purchasing Office, Weslaco, Texas. All prospective vendors are encouraged to attend.

The City of Weslaco reserves the right to accept or reject any and all proposals and to accept the proposals to be the best and most advantageous to the City and to hold proposals for a period of sixty (60) days without taking action. Proposals submitted past the aforementioned date and time will not be accepted.

City of Weslaco
Homer Rhodes
Homer Rhodes
Purchasing Agent

VENDOR'S NOTICE OF INTENT TO SUBMIT A PROPOSAL

If you intend to submit a Proposal for **Demolition of Underground Storage Tanks & Related Equip.**
RFP No.: 2016-17-08

with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **November 23, 2016** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes
City of Weslaco
Purchasing Office
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone: 956.447.2240
Fax: 956.969.8452
hrhodes@weslacotx.gov

Name: _____ Signature: _____

(print / contact person)

Title: _____ Company/Agency: _____

Mailing

Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Proposal No.: 2016-17-08

"The City on the Grow"

Demolition of Structures

Instructions to Vendors

Sealed proposals will be accepted at the office of Homer Rhodes, Purchasing Agent 255 S. Kansas, Weslaco, Texas 78596, until 3:00 p.m. on Friday December 2, 2016 for the furnishing of all necessary materials, machinery, equipment, labor superintendence and all other services required for this project in accordance with specifications.

1. Informal Proposals shall be submitted in sealed envelopes upon the blank form attached hereto. Each form must be completely filled out. Informal Proposals must be filed with the City of Weslaco no later than 3:00 p.m. on December 2, 2016. No late Proposals will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet request for Proposal(s) requirements may be grounds for disqualification.

2. Informal Proposals MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your Proposals. Person signing the Proposal must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

3. Informal Proposals CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No Proposal may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.

4. STATE SALES TAX MUST NOT BE INCLUDED IN PROPOSAL. A tax exempt form will be provided upon written request.

5. Number of days required to complete the entire project after receiving order must be stated in your Proposal. Failure to state will obligate respondent to complete the entire project within thirty (30) consecutive calendar days.

6. When delay can be foreseen, vendor shall give prior notice to the City of Weslaco. Vendor must keep the City of Weslaco advised at all times of status and/or the progress of the entire project.

7. Acceptable reasons for delayed delivery/installation are as follows: Acts of God, (floods, tornadoes, hurricanes, etc.) acts of government, (fire, strikes, and war). Actions beyond the control of the successful vendor.

8. The City may hold Proposals for a period of sixty (60) days after reading of same without taking action. Respondents shall hold their Proposals firm for the same period of time.

9. The City of Weslaco reserves the right to reject any or all Proposals, to waive any or all informalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Weslaco.

10. The vendor agrees to indemnify and save harmless the city, the Purchasing Agent, and his/her assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products of processes, and he/she 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 Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

11. Respondent shall carefully examine the Proposal forms, requirements / specifications, and instructions to vendors. Should the vendor find discrepancies in, or omissions from Proposal forms, he/she should at once notify the Purchasing Agent, 255 S. Kansas, and obtain clarification by addendum prior to submitting any Proposals.

12. The City of Weslaco will execute payment by mail in strict accordance with, after all close-out documents & final contractor & sub contractor Payroll documents have been submitted and after the entire project has been completed and found to meet City of Weslaco specifications. No other method of payment will be considered.

13. It shall be mandatory that the successful vendor provide the City of Weslaco within ten (10) days of Notice of Award proof of Liability Insurance and Workers' Compensation Insurance from a reliable surety company licensed to operate in the State of Texas to conform to the following provisions and amounts:

Workers' Compensation	Statutory Limit
Compensation General Liability Occurrence	$ 500,000 each
Bodily Injury & Property Damage aggregate	$ 500,000 each
Comprehensive Auto	$ 300,000 each

14. Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and related Acts) wage rate, as issued by the U.S. Department of Housing and Urban Development and contained in the contract documents, must be paid on this project. In addition, the successful vendor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

    Workers' Compensation Insurance and Davis-Bacon and related Acts can be waived if it's a one-man operation. Vendor has to advise in writing along with the proposal.

15. **Liquidated Damages For Failure To Enter Into Contract:**

    The successful vendor, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his Proposal, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security deposited with his proposal.

16. The City of Weslaco requires a hold harmless of subrogation condition when contract is entered into, for the work performed.

17. **Time of Completion And Liquidated Damages:**

    Vendor must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the owner and to complete the project within the stated consecutive calendar days thereafter. Vendor must agree also to pay as liquidated damages the sum of fifty ($50.00) dollars per day for each consecutive calendar day thereafter.

18. **Conditions of Work:**

    Each vendor must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful vendor of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of interference with the work of any other contractor, or the daily operations of the vicinity.

19. **Addenda And Interpretations:**

No interpretations of the meaning of the specifications or other pre-proposal documents will be made orally to any vendor. Every request for such interpretation should be in writing addressed to the City of Weslaco Purchasing Office 255 S. Kansas, Weslaco, Texas 78596, and to given consideration must be received at least ten (10) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda for the specifications which, if issued, will be mailed/faxed (at the respective addresses furnished for such purposes), not later than three (3) days prior to the dated fixed for the opening proposal. Failure of any vendor to receive any such addenda or interpretation shall not relieve such vendor from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.

20. **Laws and Regulations:**

The vendor's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The vendor shall give required notices, shall procure necessary governmental licenses and inspection, and shall pay without burden to the city all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, the vendor shall pay all fines and penalties; including attorney's fees, and other defense cost and expense in connection therewith.

21. Demolition permits must be obtained from the City of Weslaco at the expense of the successful vendor, and demolition work to be completed within thirty (30) consecutive calendar days. Extensions may be granted after the stated consecutive calendar days, due to weather conditions or any other unforeseen circumstances.

22. **Obligation of Vendor:**

At the time of opening the Proposals, each vendor will be presumed to have inspected the site, to have read and to be thoroughly familiar with the specifications and contract documents (including all addenda). The failure or omission of any vendor to examine any form, instrument or document shall in no way relieve any vendor from any obligation in respect to his proposal.

23. **Bid Security:**

Each proposal must be accompanied by a cashier's check, or a bid bond prepared on the form of bid bond attached herto, duly executed by the vendor as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the proposal. Such checks or bid bonds will be returned to all except the three lowest vendor within three (3) days after the opening of proposals, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted vendor have executed the contract, or if no award has been made within thirty (30) days after the date of the opening of proposals, upon demand of the vendor at any time thereafter, so long as he has not been notified of the acceptance of his proposal.

24. **Notification Prior to Construction:**

Contractor shall notify Andrew Munoz, Aviation Director, at (956) 969-0291, twenty-four (24) hours prior to construction activity.

25. **Proposal Form**

Proposal Form shall be on company letterhead.

26. The Immigration Reform and Control Act of 1986 as amended makes it mandatory for employers to verify employment eligibility of all employees hired after November 6, 1986. Employees are required to complete an Employment Eligibility Verification Form (Form I-9) and employers are required to retain the forms for three years after the date of hire or one year after employment ends, whichever is later. Successful vendor shall comply with U.S. Law, which requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Successful vendor may be subject to audit by City with E-Verify Portal.

27. **Notice to Awarded Vendors**: In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. This new law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million.

28. **In connection with this RFP, interested Respondents should limit their contact to the City of Weslaco by communicating only with Homer Rhodes, at (956) 447-2240 regarding this RFP. Contact with persons other than Mr. Rhodes regarding this RFP may be grounds for eliminations from the selection process.**

CITY OF WESLACO
Specifications for the Demolition of Structures

Proposal No. 2016-17-08

1. All material, debris, and rubble from the structure will become the property of the successful vendor. The premises must be left cleared and clean of all debris, lumber, rubble, bricks, paper and trash. All pipes, conduits, foundations and floor slabs shall be removed. The area(s) shall be leveled to a grade that will be in line with the adjoining properties, so as not to create a condition for flooding or ponding of stagnated water.

   Summary of Work:
   Demolition and removal of all above grade and below grades construction to include excavating around tanks, evacuating wash water, disposal of wash water, de-gassing of tanks, removal of tanks and associated piping, soil samples for required testing, fill tank removal site, removal of pumps, haul off and proper disposal of tanks and pumps, and the closure reports for submittal to TCEQ. (Address: 306 Bridge Road, Weslaco, Texas. See Attached Site Plan). Contractor to provide sealed SW3P design plan documents as required by local & state codes. (TCEQ)

2. It is understood and agreed that the successful vendor will function and operate as an independent contractor.

PART 1 GENERAL REQUIREMENTS

A. Disconnecting and removal of all identified utilities.

B. Schedule of activities, including removal sequence, location and construction of barricades, fences and temporary work, as applicable and necessary.

C. Submit site sketch indicating approximate locations of capped utilities, subsurface obstructions, and other pertinent features that are encountered during demolition.

D. Notify affected utility companies before starting work and comply with their requirements.

E. Do not close or obstruct roadways, sidewalks, and hydrants without permits.

F. Contact City if hazardous or contaminated material is encountered during demolition activities.

G. Fill material shall consist of topsoil, imported borrow, friable loam, reasonably free of roots, rocks larger than ½-inch, subsoil, debris, large weeds, and foreign matter, Fill material shall be free from harmful contaminants and topped with top soil for growth of vegetation.

H. Protect existing landscaping material, appurtenances, and structures, which are not to be demolished.

I. Conduct demolition to minimize interference with adjacent structures.

J. Cease operations immediately if adjacent structures appear to be in danger. Notify local authority having jurisdiction. Do not resume operations until directed.

K. Conduct operations with minimum interference to public of private accesses. Maintain protected egress an access at all times.

L. A licensed plumber will not be required for this project.

P. Provide landfill manifest.

Attachments:_____

WAIVER OF SUBROGATION

This instrument, executed by the proper officer of _____, Contractor, on this_____ day of _____, 2016, shall serve as written notification to _____, insurer, hereby waiving all right of recovery from the City of Weslaco, its insurance company or it's assigns, in the event of payment is made by insurer on any loss or damage incurred during the performance of the contract entered into by the contractor and the City of Weslaco, said contract becoming complete and binding upon the proper execution of this instrument.

_____
CONTRACTORS REPRESENTATIVE

Proposal No. 2016-17-08

CITY OF WESLACO

Demolition of Structures
Proposal No. 2016-17-08

PROPOSAL FORM

The _____(vendor), having read the instructions and specifications, proposes to furnish the below noted services for the full and firm price, in full compliance with the safety requirements and specifications.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms conditions of said proposal 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 proposal.

NOTE: All demolition debris must be hauled off to an approved disposal site.
Please indicate the landfill you will be using:

_____

Locations / Legal Descriptions are as follows:

Structure No. 1 Located at **306 South Bridge**, Weslaco, Texas $_____

Grand Total **$**_____

Completion Date: _____

The proposal must be signed by an authorized representative to become valid.

Company: _____

Address: _____

City/State/Zip: _____

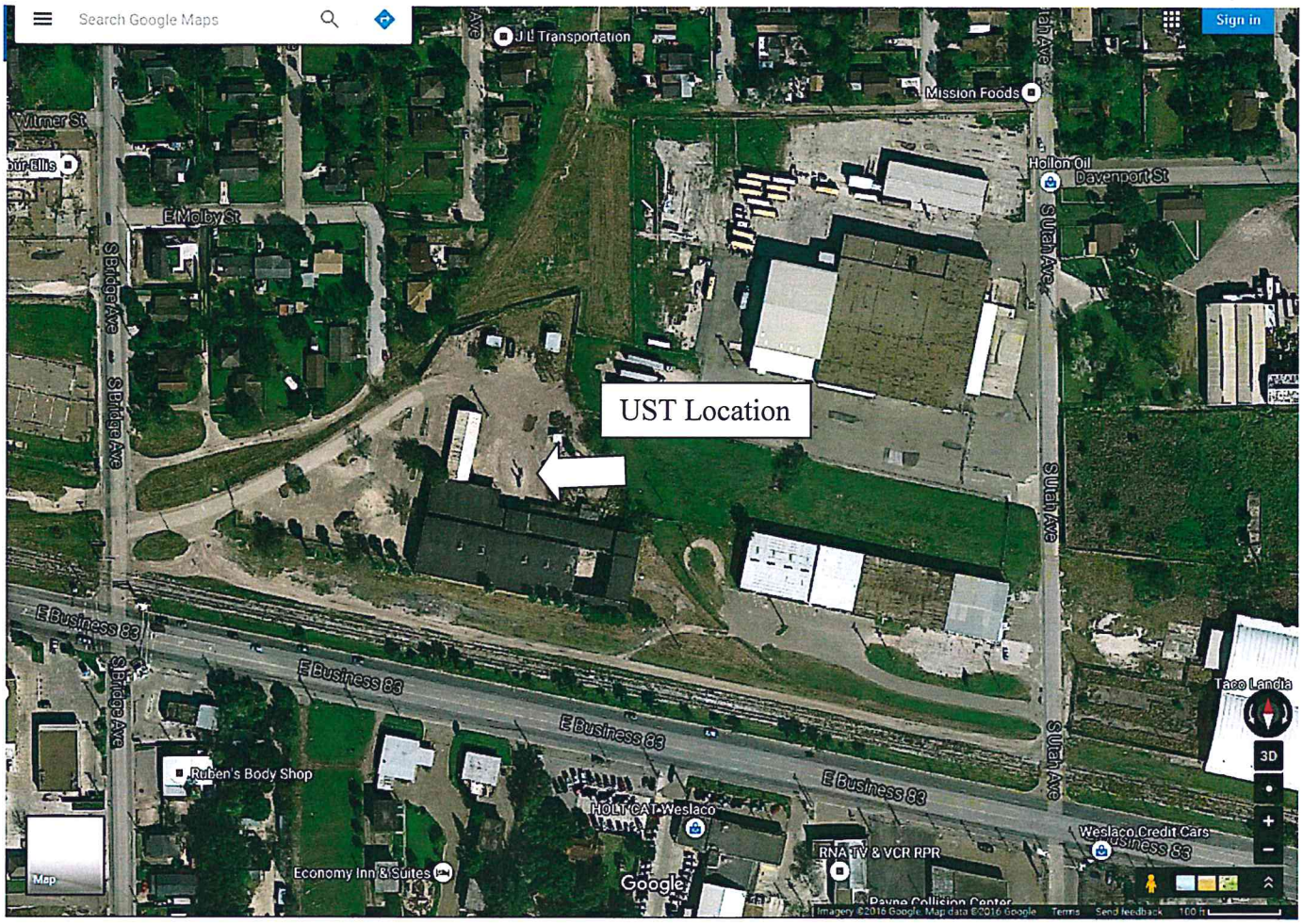
Phone No.: _____ Fax No.: _____

Signature: _____

_____
(Please Print Above Signature)

Title: _____

Figure 1

306 S. Bridge
Weslaco, Texas
Facility ID: 18587
RN: 101688984

3 Tanks (1 2,000-gallon tank & 2 4,000-gallon tanks)