

February 18, 2010

**MEMORANDUM**

TO: Demolition Contractors

FROM: Tom Speakman,  
Community Development Director

SUBJECT: Demolition bid packets

Enclosed herewith is the bid packet for the next group of structures to be demolished in the City of Denison. Instructions on how and when to bid these projects are in the notice included with the packet. Also included is a sample contract that the contractor will sign, if successful, on each structure. Please notice the insurance requirements in Section I (4) and the disposal requirement in Section I (11). The proof of insurance will be provided to the City of Denison at the time of signing the contracts or before. No contracts will be signed without the proof of insurance. Proof of disposal at an approved landfill will be included with the request for payment. Payment will not be made without this documentation. Each bid form must be completed and all information requested be provided. Bids will not be accepted if the bid form is not completed.

When the contract requires that the lot be cleared of debris the term "lot" includes the entire property, including the rights of way, not just the area where the structure is setting. All concrete work extending above natural grade will be removed and hauled off the site. The time limit for the work to be completed has changed to 5 calendar day for each structure. This is a change from past projects. Also added is an item to plug the sanitary sewer lateral below ground. This requires that the lateral be located and at least one (1) sack of concrete mixed be placed in the pipe. An inspection by the City of Denison Utility Department must be documented before payment is made. Please contact the Office of Community Development at (903)465-2720 for additional information and clarification before submitting your bid.

LEGAL NOTICE

NOTICE TO BIDDERS  
HOUSING DEMOLITION

The City of Denison, in compliance with the City of Denison Housing and Community Development Block Grant Program, will receive sealed bids until 10:00 A. M., Thursday, March 4, 2010 for the purpose of demolishing several dilapidated single-family residential buildings in Denison. All bids must be enclosed in a sealed envelope, which must be plainly marked with the bidders name and "Demolition Bids", and must be addressed to the City Clerk, 500 West Chestnut Street, Denison, Texas 75020. Bids must be submitted to the City Clerk of the City of Denison prior to bid opening times.

Bids will be opened and read aloud in City Hall at 10:00 A. M., Thursday, March 4, 2010. All bidders are invited to attend. Bids are to be submitted and contracts are to be awarded on each individual unit to be demolished. The City of Denison reserves the right to reject any or all bids that are submitted.

Bid packets containing all specifications can be obtained at the City of Denison Office of Community Development, 500 West Chestnut Street, Denison, TX 75020. Each contractor is asked to examine the bid documents carefully. For further information, please call the Office of Community Development at (903) 465-2720.

The City of Denison is an Equal Opportunity Employer.

This notice is to be published in the Herald Democrat on Wednesday, February 17, 2010.

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**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 106 East Munson

1. Remove house, porches and steps.
2. Do not disturb out buildings and driveway.
3. Remove all trash, debris and under brush to leave entire lot clean.
4. Leave lot level to allow for proper drainage.
5. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$\_\_\_\_\_

Date:\_\_\_\_\_

Contractor:\_\_\_\_\_

By:\_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## CDBG DEMOLITION WORK WRITE-UP

ADDRESS: 114 West Sears

1. Remove house, porches, slabs and steps.
2. Remove cross fence.
3. Remove out building(s).
4. Remove all trash, debris and under brush to leave entire lot clean.
5. Leave lot level to allow for proper drainage.
6. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$\_\_\_\_\_

Date:\_\_\_\_\_

Contractor:\_\_\_\_\_

By:\_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 309 South Fannin

1. Remove house, porches, slabs and steps.
2. Remove all trash, debris and under brush to leave entire lot clean.
3. Leave lot level to allow for proper drainage.
4. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$ \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## CDBG DEMOLITION WORK WRITE-UP

ADDRESS: 412 West Munson

1. Remove house, porches, slabs and steps.
2. Remove fence as required.
3. Remove all trash, debris and under brush to leave entire lot clean.
4. Leave lot level to allow for proper drainage.
5. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:        \$ \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 615 West Rice

1. Remove house, porches, slabs and steps.
2. Remove all trash, debris and under brush to leave entire lot clean.
3. Leave lot level to allow for proper drainage.
4. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$ \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 710 West Elm (Parsonage only)

1. Remove house, porches, slabs and steps.
2. Remove tree stumps.
3. Remove all trash, debris and under brush to leave entire lot clean.
4. Leave lot level to allow for proper drainage.
5. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$\_\_\_\_\_

Date:\_\_\_\_\_

Contractor:\_\_\_\_\_

By:\_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 710 West Gandy - Apt. 201

1. Remove garage apartment, slab and steps.
2. Do not disturb fence.
3. Remove all trash, debris and under brush to leave entire lot clean.
4. Leave lot level to allow for proper drainage.
5. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$\_\_\_\_\_

Date:\_\_\_\_\_

Contractor:\_\_\_\_\_

By:\_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 820 West Shepherd

1. Remove house, porches, slabs and steps.
2. Remove all trash, debris and under brush to leave entire lot clean.
3. Leave lot level to allow for proper drainage.
4. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$ \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 1028 West Chestnut

1. Remove house, porches, slabs and steps.
2. Remove front and back fence as required.
3. Remove out building.
4. Remove all trash, debris and under brush to leave entire lot clean.
5. Leave lot level to allow for proper drainage.
6. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$\_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 1515 West Crawford

1. Remove house, porches, slabs and steps.
2. Remove rear fence.
3. Remove slab and out building.
4. Remove all trash, debris and under brush to leave entire lot clean.
5. Leave lot level to allow for proper drainage.
6. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:        \$\_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**GENERAL FUND DEMOLITION  
WORK WRITE-UP**

ADDRESS: 2406 Loy Lake Road

1. Remove house, porches, slabs and steps.
2. Do not disturb storm cellar.
3. Remove all trash, debris and under brush to leave entire lot clean.
4. Leave lot level to allow for proper drainage.
5. Place concrete plug in sewer lateral below ground line.

**NOTE:** There are no salvage rights guaranteed the contractor for items that are on the site at the time the contractor bids the project.

Bid amount:     \$\_\_\_\_\_

Date:\_\_\_\_\_

Contractor:\_\_\_\_\_

By:\_\_\_\_\_

Contractor Tax I. D. Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

CITY OF DENISON

DEMOLITION/CLEARANCE CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_, hereinafter called "Contractor" and the City of Denison, hereinafter called "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and City agree as follows:

I. The Contractor shall:

1) Furnish all labor, materials, supervision, and services necessary to demolish all identified structures, remove debris, and clear lot at \_\_\_\_\_, according to specifications furnished for the total sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

2) Start the work to be performed within five (5) days from the date of the Notice to Proceed being issued and shall diligently pursue same until work is complete, said work to be completed on or before \_\_\_\_\_, (5 days from date of the contract signing), time being of the essence.

3) Obtain and be responsible for the obtaining of all necessary permits for the work to be performed and that the job being done or any part thereof shall not be deemed as finished until accepted by the City and passed by the authorized inspector of the City.

4) Secure Contractor's Public Liability and Property Damage Insurance in the amount of at least \$300,000 per occurrence and \$600,000 aggregate with the City of Denison shown as an additional insured. The contractor shall provide a certificate of such insurance to the City prior to the beginning of the work hereunder.

5) Keep the premises clean and orderly during the course of the work and remove all debris at the completion of

the work and provide a competent supervisor to be on the job site at all times during the progress of the work. For the purpose of this paragraph "debris" shall include dead or damaged trees and shrubs on the lot and within the public right of way and other items as identified by the City.

- 6) Exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the current edition of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The contractor shall be liable for all damages to property or injuries to persons that occur as a result of his fault or negligence during the course of work performed pursuant to this Contract. Further, the Contractor shall indemnify and save harmless the City from any and all liability for injury or death to persons or damages to property resulting from Contractor's work hereunder. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
- 7) Supply, as part of the construction price, all materials, tools, machinery and any other items necessary for the completion of the contract in accordance with specifications attached hereto.
- 8) Perform all work in conformance with applicable local codes and requirements, whether or not covered by the specifications and drawings for such work, and shall further perform such work in a good and workmanlike fashion, in accordance with good trade practices in the community.

- 9) Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and shall take affirmative action to see that applicants for employment are employed and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such affirmative action shall further include but not be limited to the following: Employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; selection for training, including apprenticeship. Contractor further agrees to post in conspicuous places, available to City, a notice setting forth the provisions of this non-discrimination clause. Contractor shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 10) Comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862, title U.S.C., section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
- 11) Dispose of all refuse, demolition materials, trash, debris, etc. in a landfill that is authorized and permitted by the Texas Department of Health. Copies of landfill charges will be submitted to the City of Denison before the final payment is made.

II. The City shall:

- 1) NOT PERMIT OR MAKE ANY CHANGES OR ADDITIONS TO THE PLANS AND SPECIFICATIONS WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTOR.

III. Method of Compensation:

- 1) Unless otherwise agreed to in writing, signed by the Contractor and the City payment for the work performed shall be made in one lump sum and shall be paid to the Contractor twenty (20) days after the work is completed and after the City receives the Contractor's invoice(s) and satisfactory releases or liens or claims for liens by subcontractors, laborers, and material suppliers for completed work.

#### IV. General Conditions:

- 1) No work shall be commenced by the Contractor until the contractor has received a written proceed order from the city. If such order is not received by the Contractor within sixty days of the Award of this contract, the Contractor may withdraw his bid and proposal.
- 2) This Contract may not be assigned without consent of the City. The request for assignment must be addressed to the Denison Demolition Program c/o The City of Denison, Office of Community Development, P.O. Box 347, Denison, Texas 75021-0347.
- 3) The United States Government, or its designee, is allowed to examine and inspect the work.
- 4) The premises are to be vacant during the course of the demolition and clearing work.
- 5) This Contract embodies all of the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or insure to the benefit of any of the parties.
- 6) The parties further state that to the best of their knowledge no employee of the City of Denison and no other officer, employee, or agent of said City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, has any personal interest, direct or indirect, in this Contract. Further, no member of or delegate to the Congress of the United states shall knowingly be admitted to any share or part of this Contract or to any benefit to arise from the same.
- 7) If performance by the Contractor is prevented or delayed as a direct result of riot, insurrection, fire, or Act of

God or operation of law, an extension of one working day in the time limited for completion of the work to be done hereunder will be allowed the Contractor for each working day lost from such cause provided the Contractor, within three (3) days after the beginning of such delay, gives written notice to the City of such delay and the reason or reasons for it.

- 8) Without limiting other rights and remedies available to the City by law under this Contract, the City shall have the following specific rights:

May enforce a penalty of \$20.00 per day against the Contractor for each day after the expiration date of this Contract that work is not completed if such delay is caused by any reasons other than those specified in #7. If, for any reason, other than those specified in #7 above, Contractor at any time fails for a period of eight (8) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to prosecute the work properly, the City after seven (7) consecutive calendar days, may give written notice to the Contractor terminating this Contract.

In the event that the Contract is terminated, the Contractor will be paid only for the work completed based on a figure determined by the City; or an amount of the original contract, less a figure determined by bid needed to complete the work as specified. Should it be impossible or impractical to obtain a bid, the work will be completed on a cost plus basis and the remaining funds be disbursed to the original contractor.

- 9) This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement. The Section 3 clause, set forth in 24 CFR, 135.20 (b) provides:

"Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the

following clause (referred to as a Section 3 clause):

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

B. The parties to the contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary for Housing and Urban Development set forth in 24 CFR 135, issued thereunder prior to the execution of this contract. The parties to the contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipients, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The Contractor agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this agreement.

- 10) It is expressly understood that the Contractor is entering into this contract and providing the services covered hereunder as an independent contractor and is not considered an employee of the City.
- 11) This contract represents the entire agreement between the parties thereto and can only be amended in writing and signed by both parties.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

\_\_\_\_\_  
Contractor

City of Denison

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness