



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 25, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: RFP 24-011, Nuisance Abatement Services
Contract #CM24264

Gentlemen,

The contract associated with RFP 24-011, Nuisance Abatement Services, is scheduled for its first extension on September 30, 2025. The contracted vendor for this service is JTB Services, Inc.. No amendments to the contracts have been requested at this time.

It is requested that the extension of this contract be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

Wednesday, June 25, 2025

JTB SERVICES INC
9026 LAMBRIGHT
HOUSTON, TX 77075

RE: CONTRACT NAME: Nuisance Abatement Services
Contract # CM24264 / Bid 24-011

Good day,

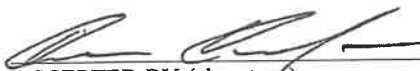
The resultant contract listed below is eligible for the first renewal and requires a response from your company to initiate the next contractual period.

- Contract Number: CM24264
- Contract Name: Nuisance Abatement Services
- Bid Number: 24-011
- Extension Period: 09/30/2025 – 09/29/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County


ACCEPTED BY (signature)

DATE 06-25-2025


TITLE

Dickey, Tammy

From: Ellison, Jack
Sent: Friday, June 13, 2025 2:47 PM
To: Fleming, Melissa
Cc: Porretto, Henry
Subject: Re: Bid 24-011 - Nuisance Abatement Services

Melissa,

Yes, Nuisance Abatement would like to offer JTB services an extension.

Thanks,



Jack Ellison
Nuisance Abatement Division
Galveston County Sheriff Office
O. (409) 766-4509 | C. (409) 974-6961

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytexas.gov>
Sent: Friday, June 13, 2025 2:00 PM
To: Ellison, Jack <Jack.Ellison@co.galveston.tx.us>
Subject: Bid 24-011 - Nuisance Abatement Services

Hello Jack,

The bid for Nuisance Abatement Services will be due for the first extension on 09/30/2025. Please advise if you wish to offer JTB Services Inc an extension.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytexas.gov



**SPECIAL PROVISIONS
REQUEST FOR PROPOSAL
NUISANCE ABATEMENT SERVICES
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The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at <https://galvestoncountytexas.bonfirehub.com/>.**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
<https://galvestoncountytexas.bonfirehub.com/portal/?tab=login>

There is no cost to register as a vendor. For more detailed clarification and information on how to register and submit your bids and proposals through Bonfire, click on the video link below:

Submission Video: <https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission->

A. PURPOSE:

Galveston County is seeking a responsive, responsible contractor to provide Nuisance Abatement Services. It is the goal of this procurement effort to secure a firm-fixed-price contract from a contractor whose evaluated proposal meets or exceeds the material terms and conditions of this RFP.

This solicitation effort shall be evaluated based upon the agreed-upon pricing proposed on the Bid Item Cost Proposal Forms as well as other factors listed herein.

**B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)
52.202-1 Definitions.**

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

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C. PROCUREMENT TIMELINE:

A timeline for this RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

Advertise RFP (first date of publication)	Thursday, August 15, 2025
Advertise RFP (second date of publication)	Thursday, August 22, 2024
Deadline for Questions & Inquiries	Thursday, August 29, 2024 by 5:00 P.M.
RFP Solicitation Deadline / Proposal Opening	Thursday, September 12, 2024 at 2:30 P.M.

Interested parties may attend the Thursday, September 12, 2024, 2:30 P.M. bid opening virtually by using the following link:

<https://galvestoncountytexas.webex.com/galvestoncountytexas/j.php?MTID=m30e847f9940d2f42828d37ae0c29996a>

Join by meeting number
Meeting number (access code): 2491 634 8331

Meeting password: 24-011 (240011 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24916348331## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24916348331@galvestoncountytexas.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISSION INSTRUCTIONS (For Walk-in Submittals Only)

One (1) unbound single-sided original, and three (3) single-sided copies must be submitted no later than 2:30 P.M. CST, on Thursday, September 12, 2024:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550**

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:30 P.M. CST on the specified date will be returned unopened.

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Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <https://www.galvestoncountytexas.gov/county-offices/purchasing>

E. BID/PROPOSAL GUARANTEE

A bid bond is not a requirement of this solicitation request.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are not a requirement of this solicitation request.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process is applicable to this solicitation.

H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates are requirements for this solicitation.

Attention is called to the fact that not less than, the federal determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C.3141-3148)**.

I. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION

Proposers desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody), 5th Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us**

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Proposers must e-mail their inquiries (with the subject line “Nuisance Abatement Services – RFP 24-011– Questions”) for additional information and/or clarification to the address listed above. The request must include the Proposer’s name and the RFP number and title. ***Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the proposals due date.*** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent’s Office shall post the answers to the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County’s procurement web page. It is Proposer’s sole responsibility to ensure receipt of all addenda prior to submitting its proposal. All Proposers should check the County’s procurement web page for all addenda prior to submitting a response. The County’s procurement web page is located at <http://www.galvestoncountytexas.gov/county-offices/purchasing>.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

J. PROGRAM ADMINISTRATION

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Chief Financial Officer or his designated representative who for the purpose of this contract are:

**Garret Foskit
Nuisance Abatement and Game Room Administrator
1620 Gill Road
Dickinson, TX 77539**

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant

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contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) single-sided original and three (3) single-sided hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

L. SCOPE OF WORK

It is the intent of these specifications to secure a firm-fixed-price term contract to furnish demolition and clearing services. Brand names or equal descriptions may be used as a means to define the performance or other salient requirements of this solicitation. Any references to brand names are for bidding purposes only and are not meant to create a restrictive environment to competitive bidding.

Possible operations to be performed under this contract include:

1. clearing and grading site;
2. removing structures (commercial and residential) and their contents;
3. removing debris, such as tires, vehicles, trash, and vegetation (including trees, if requested);
4. removing black top or cement slabs if severely damaged;
5. removing fences (all types);
6. abatement of any special or hazardous materials, including asbestos, per TCEQ, USEPA, NESHAPS, TXDSHS, and all other applicable regulations;
7. busting and filling septic tanks or swimming pools; and
8. removing damaged sidewalks and driveways.

The site must meet the approval of the Program Administrator after demolition.

Various lots or acreage shall be cleared of all structures and left in a level condition upon completion of grading.

UNLESS IT IS TO FACILITATE THE DEMOLITION OF THE STRUCTURES (S), NO TREES ARE TO BE REMOVED DURING THE DEMOLITION PROCESS UNLESS SPECIFIED BY PROGRAM ADMINISTRATOR. THIS WILL BE DETERMINED DURING THE SITE INSPECTION.

Extreme caution and planning are urged in the disconnecting of any and all utilities (water, sewage, electricity, cable TV, etc.), in an effort not to interfere with any other residences in the area.

All bids are based on an AS-IS-WHERE-IS basis and any salvageable appliances, fixtures, etc. ARE NOT to be considered in the bidder's quotation, although the residence and all contents abandoned become the property of the successful bidder.

M. SPECIAL PROPOSER NOTE

Please read carefully the detailed specifications for subject contract. Demolition work may include the removal of severely damaged concrete slabs, sidewalks, driveways, swimming pools, garages, shed, barns, fencing, etc. After completion of all work, dirt, grass, and trees shall remain on a level-graded site.

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DO NOT COVER UP CONCRETE OR OTHER DEBRIS IN THE CLEARING PROCESS.

**IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UTILITIES
DISCONNECTED BEFORE DEMOLITION COMMENCES!**

N. SPECIAL REQUIREMENTS

Each proposer is requested to thoroughly review the solicitation specifications in order to familiarize themselves for the requested demolition work.

Quotations shall be submitted on a net total bid basis subject to estimated quantities as detailed on the proposal form. Please detail any charges for requested work not specifically requested on the proposal form.

O. PAYMENT

Acceptance and payment are to be conditioned upon completion of designated work to the satisfaction of the Program Administrator and in accordance with all conditions and requirements, as detailed herein.

For payment purposes, the Contractor shall measure each structure and related items to be demolished. These figures shall be approved by the Program Administrator IN WRITING. This procedure must be completed before any work is to commence.

The basis of payment shall be the Net Total Bid to demolish and remove all debris from the property and shall include all costs of labor, materials, equipment, tools, incidentals, fees, inspections, re-inspections, permits, and all code and ordinance requirements necessary to complete the work in accordance with plans and specifications. Galveston County is tax-exempt and therefore taxes should not be added to the bid price.

Contractor shall invoice for each COMPLETED DEMOLITION by site. Payment may be expected from the County Auditor's Office within approximately thirty (30) days from date of stamp receipt of invoice in that office.

P. COMPLETION TIME

Galveston County expects demolition and removal work for any one structure or site to begin no later than ten (10) working days after the date of its written notice to proceed by the County or its Program Administrator, and to be completed at the site not later than two (2) days for structures between 0 and 1,500 square foot sites larger to be determined at that time. The completion time frames may be changed with approval from the Program Administrator on a case-by-case basis. If an order contains more than one site for demolition and removal work, the Contractor must begin no later than ten (10) working days after its notice to proceed and to complete work on sites not later than thirty (30) working days after the date the order for nuisance abatement is received by the Contractor. It is the intent of this bid to complete all demolition work as expeditiously as possible; therefore, prospective bidders be warned that delays in work WILL NOT BE PERMITTED. Failure to perform in an expedient and professional manner will not be tolerated.

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Q. FILLING VOIDS

The Contractor shall comply with the following:

- Completely fill below-grade areas and voids resulting from demolition of structures;
- Use satisfactory soil materials free from debris, trash, frozen materials, roots, and other organic matter;
- Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen materials, trash, and debris;
- Place fill materials in horizontal layers not exceeding 6" in loose depth. Compact each layer at optimum moisture content of fill materials to a density equal to original adjacent ground, unless subsequent excavation for new work is required. VOIDS WILL NOT BE ALLOWED AND CONTRACTOR SHALL COMPACT GROUND TO FILL-IN BELOW GRADE AREAS:
- After fill placement and compaction, grade surface to meet adjacent contours and to provide flow to surface drainage structures.

R. PIERS

ALL PIERS TO BE REMOVED ARE TO BE CUT 24" BELOW GROUND LEVEL. Fill dirt shall be used to fill the void and compacted every 8".

S. FILL DIRT

All fill dirt used shall be documented by a delivery ticket for the purchase of said material.

T. DISPOSAL OF DEMOLISHED MATERIALS

The Contractor shall remove from the site all debris, rubbish, and other materials resulting from demolition operations and dumped on the property. The Contractor shall provide landfill disposal documentation to the County, showing the amount by volume of debris and trash taken from a jobsite to a landfill and the charge made by the landfill to the Contractor for such disposal.

The burning of materials is not permitted on site.

U. REMOVAL

Contractor shall be responsible for the removal of all debris caused by Contractor's work and disposal of said debris at an approved dumping site meeting all city, county, state and federal regulations.

V. GENERAL TERMS AND CONDITIONS

1. STATUS OF CONTRACTOR:

The Contractor shall at all times be considered to be an independent contractor and will not hold itself or its employees out to be employees or agents of the County of Galveston.

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress.

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2. ASSIGNMENT AND SUBLETTING:

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. Failure to request consent shall be grounds for default under this Contract. The Contractor further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

If consent is granted by the County, successful contractor must take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include the following:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the department of Commerce; and
- f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3. DISCREPANCIES AND OMISSIONS:

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to apply to the work. Such definition shall be final and binding on Contractor.

4. TIME AND ORDER OF COMPLETION:

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award.

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator. The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default. The Contractor will complete the work at that site within the time period specified. If there is more than one site listed on the notice to proceed, work for all sites must be completed no later than is specified for each site by the Program Administrator.

The Contractor will commence work within ten (10) days after the issuance of the notice to proceed and will substantially complete the work within the time specified in the Contract Award.

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5. EXTENSION OF TIME:

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay. The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator.

6. LOSSES FROM NATURAL CAUSES:

All damage to the work from the action of the elements or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at its own cost.

7. PERFORMANCE OF WORK:

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

8. STORAGE AND CLEANUP:

The County does not assume responsibility for any materials, tools, or equipment stored on or about the work site. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work.

9. WORKING HOURS:

Contractor may perform work twenty-four (24) hours a day seven (7) days a week, unless otherwise restricted by the Special Conditions of this contract.

10. WORKSITE SECURITY:

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following:

- a) its employees;
- b) employees of subcontractors;
- c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
- d) agents and/or employees of the County.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

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Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause.

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously affected by construction undertaken under this agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties.

11. ALCOHOL/DRUG-FREE WORKPLACE:

The County is committed to maintaining an alcohol and drug-free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

12. LABOR:

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part.

13. UTILITIES:

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor.

14. PARKING:

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County.

15. FIRE AND SAFETY:

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site.

16. CONTRACTOR'S BUILDING:

The building of structures for housing employees, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator.

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17. SANITATION:

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced.

18. DAILY CLEANING:

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials that are stored on-site shall be stored in an orderly manner. Materials or refuse from demolition and/or removal operations that become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets.

19. FINAL GRADING:

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed. Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface.

20. RIGHT OF ENTRY:

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County.

21. INSPECTION:

County reserves the right to inspect the work done by Contractor at any time. The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications.

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time. Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor.

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of its obligation to perform the work in full compliance with the plans and specifications for the work.

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed.

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22. DEFECTS AND THEIR REMEDIES:

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications, Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

23. SUBSTANTIAL COMPLETION:

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work. Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator. The Program Administrator will note any deficiencies in the work and notify Contractor of the same.

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken. If the project is found not to be substantially complete, the Program Administrator will so advise the contractor.

24. FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue an approval for payment.

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No payment will be made until all deficiencies have been remedied.

25. SCHEDULE OF VALUES:

If this contract provides for the making of progress payments, Contractor shall prepare a schedule of values to allocate the entire contract sum among the various portions of the work. The schedule shall be supported by such data as will allow the Program Administrator to evaluate the schedule and substantiate its accuracy. The Program Administrator may make any adjustments deemed necessary to the schedule. That schedule will then form the basis of progress payment applications.

26. ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates and that the basis for payment under this contract shall be the actual amount of such work done and the material furnished. It is further understood

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that the County does not guarantee any minimum amount of work under this Contract and will pay only for such labor and materials actually furnished and satisfactorily installed.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals.

27. EXTRA WORK:

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by Contractor's Proposal except as provided under these Changes and Alterations Paragraph herein above.

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator: subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court. It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method (a) - By agreed unit prices; or
Method (b) - By agreed lump sum; or

The Program Administrator may direct the form in which accounts of the extra work shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America. Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order.

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator. In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefore, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation.

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28. HINDRANCES AND DELAYS:

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of Program Administrator then such expense as in the judgement of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor.

29. TIME OF FILING CLAIMS:

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception. The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing.

30. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES:

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, material men, and furnishers of equipment, and all supplies incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

31. WARRANTY:

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

32. PERMITS AND LICENSES:

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract.

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W. EVALUATION CRITERIA AND AWARD:

The award of this proposal shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer resulting from negotiations taken into consideration.

An evaluation committee shall review and evaluate the responses timely submitted to the County Purchasing Agent resulting from this solicitation effort. Responses shall be reviewed by the evaluation committee and shall be evaluated in accordance with the evaluation criteria listed herein. The evaluation committee will determine which responses are qualified based on the criteria listed below. The evaluation committee shall evaluate and score each response. The points from each scoring category will be comprised from the following:

- **Cost of Demolition - 1,500 square feet or less:** **30%**
- **Qualifications and Experience (provide references):** **30%**
The proposer shall provide information describing the personnel make-up and experience of the company providing the services. The proposer shall provide references and information describing the make-up and experience of the company providing the services.
- **Equipment (provide list):** **20%**
This list will be used to determine whether or not the Proposer owns the proper equipment to adequately perform the required work. All equipment the Proposer anticipates committing to this contract should be included in the listing.
- **Asbestos Abatement (w/o sub-contractors)** **20%**

By the submission of its response to this solicitation, the Respondent accepts the requirements, formatting, and evaluation process referenced herein.

X. EXCEPTIONS:

Any exceptions to bid conditions should be listed on a separate sheet of paper, attached to bid submittal and submitted with bid at the specified date and time of bid opening.

Galveston County is tax exempt and therefore taxes and license fees should not be added to any proposed bid or proposal prices.

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Y. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	Confirmed (X):			
1. Required Documents Checklist (this page)				_____
2. Addenda Acknowledgement (if any)	#1	#2	#3	#4 _____
3. One (1) original, and three (3) copies				_____
4. ATTACHMENT A - Vendor Qualification Packet				_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility				_____
6. ATTACHMENT C - Certification Regarding Lobbying Form				_____
7. ATTACHMENT D - Non-Collusion Affidavit				_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel				_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies				_____
10. ATTACHMENT G - Information for Notice				_____
11. ATTACHMENT H - References				_____
12. Bid Item Cost Proposal Form				_____
13. Proposal Signature Page				_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

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E-mail address: _____

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BID ITEM COST PROPOSAL FORM

	<u>DESCRIPTION</u>	<u>COST</u>
1.	Quantities of 0 – 1,500 square feet Demolition of frame houses, commercial structures, garages, sheds, barns, etc. and removal of all debris from jobsite	_____
2.	Quantities of 1,500 – 3,000 square feet Demolition of frame house, commercial structures, garages, sheds, barns, etc., And removal of all debris from jobsite	_____
3.	Quantities of 3,000 square foot and larger Demolition of frame houses, commercial structures, garages, sheds, barns, etc., and removal of all debris from jobsite	_____
4.	Quantities of 0 – 1,500 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	_____
5.	Quantities of 1,500 – 3,000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	_____
6.	Quantities of 3,000 square foot and larger Demolition of brick veneer houses, commercial structures, garages, etc., and removal of all debris from jobsite	_____
7.	Quantities per cubic yard of clean fill	_____
8.	Clear wooded lot of trees per half (1/2) acre (each site .5 acre or smaller)	_____
9.	Quantities per square foot sidewalks/driveways (concrete blacktop or Similar construction) removal and disposal (any thickness)	_____
10.	Quantities per square foot slabs (removal and disposal)	_____
11.	Quantities per cubic yards debris and trash removal	_____

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BID ITEM COST PROPOSAL FORM (continued)

	<u>DESCRIPTION</u>	<u>COST</u>
12.	Removal of tires (any size)	_____
13.	Pump out septic tank crush, remove and backfill	_____
14.	Quantities per square foot of non-friable normal access asbestos removal and disposal	_____
15.	Quantities per square foot of friable normal access asbestos removal and disposal	_____
16.	Quantities per square foot of non-friable difficult access asbestos removal and disposal	_____
17.	Quantities per square foot of friable difficult access asbestos removal and disposal	_____
18.	Quantities per square foot of transit siding asbestos removal and disposal	_____
19.	Cost per square foot for the demolition in place for an unsafe building with Asbestos-contaminated material and disposal of all material	_____
20.	Mow/bush hog high grass/weed lots per half acre (up to 1/2 acre)	_____
21.	Cost of well plugging 2" well 0 - 300' depth	_____
22.	Cost of well plugging 4" well 0 - 300' depth	_____

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BID ITEM COST PROPOSAL FORM (continued)

	<u>DESCRIPTION</u>	<u>COST</u>
23.	Cost of well plugging 4" well 300' – 600' depth	_____
24.	Other to be determined during site inspection	_____

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PROPOSAL SIGNATURE PAGE

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:
Nuisance Abatement Services – RFP 24-011

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

This bid sheet must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions.

PROPOSER NAME: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE: _____

ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

DATE: _____

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TAX I.D. NUMBER: _____