



BID JACKET

Mandatory for purchases greater than \$3,000 or Professional Services

[Purchasing to complete gray sections]

Department: Energy Management		Name: David Werley		Date: 12/10/20		
Bid/Proposal Name – Bryan Armory Demolition Project						
Summary Description - Demolition of Bryan Armory Building located at 511 W. Carson Street						
Type of Purchase (check all that apply; consult Purchasing as necessary; *Competitive Bids NOT required):						
<input checked="" type="checkbox"/> Construction						
Procurement Method (check one):						
<input checked="" type="checkbox"/> Formal Request for Bids [Circle: <input checked="" type="checkbox"/> Sealed / <input type="checkbox"/> Unsealed] → Sealed, with advertising, mandatory if over \$50,000						
\$ Estimate: 300k		SEDC Job #		# Bids Requested: 15		
Pre-Bid Meeting: <input checked="" type="checkbox"/> Yes 12/1/2020 at 10am		Issue Request Date:		Open Request Date:		
	Company Name	HUB (Y/N)	Total Bid Amount	Evaluated Cost	Delivery	Bid Score*
1	JTB Services, Inc.	N	\$ 257,145.41			
2	Albo Construction, LLC.	Y	\$ 258,635.00			
3	Lindamood		\$ 293,861.80			
4	Haulbrooke, Inc.		\$ 313,375.00			
5	Cherry Demolition		\$ 332,522.50			
6	Grant MacKay		\$ 337,065.00			
7	Jay-B		\$ 343,720.05			
8	Sitek Omni		\$ 366,620.00			
9	MBC Management		\$ 513,705.00			
10	1 Priority Environmental Services		\$ 522,287.15			
Comments/Justification:						
➤ Bid Amount Includes: 15% Contingency						
Best Value: 2 nd Lowest Bidder: Albo Construction, LLC						
Best Value Justification:						
<ul style="list-style-type: none"> Albo is a HUB (Historically Underutilized Business) Vendor Albo's reputation with the City of Bryan (BTU) 						
Vendor Recommendation: Albo Construction, LLC.						
Bid #: 010-03-21		Bid Issue Date: December 10, 2020		Bid Open Date: December 28, 2020		
Purchase Terms:						
<input type="checkbox"/> Purchase Order w/ Terms & Conditions		<input checked="" type="checkbox"/> Contract w/ PO*		<input type="checkbox"/> Blanket Purchase Order		
<i>*LEGAL-reviewed contract required for: a) any Purchases over \$50,000, b) Professional Services, or c) Consulting Services</i>						
Proof of Insurance Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(not required if Goods only)</i>		Bonds Required (Construction or high risk): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Payment Bond - over \$50,000, OR Performance Bond – over \$100,000</i>				
Board Review Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(for purchases greater than \$25,000)</i>		Bid Information for Board Review: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(for purchases greater than \$100,000)</i>				
APPROVAL SIGNATURES				Date	Yes/No	
BTU Buyer		DocuSigned by: <i>Ruebe Mosley</i>		1/4/2021		
Division Manager (up to \$5,000)		4B4651CD58D045D...				
Executive Manager (up to \$10,000)		DocuSigned by: <i>David Werley</i>		1/4/2021		
General Manager (up to \$200,000)		DocuSigned by: <i>Gary D. Miller</i>		1/5/2021		
Board Approval (over \$200,000)		400401FB4A1E458...				



BID # 010-03-21

Bryan Armory Demolition Project

	JTB Services	Albo Construction, LLC.	Lindamood	Haulbrooke	Cherry Demolition	Grant Mackay	Jay-B	Sitek Omni	MBC Mgmt	1 Priority Environmental Services
Bid Amount	\$ 223,604.70	\$ 224,900.00	\$ 255,532.00	\$ 272,500.00	\$ 289,150.00	\$ 293,100.00	\$ 298,887.00	\$ 318,800.00	\$ 446,700.00	\$ 454,162.74
<i>15% Contingency</i>	\$ 33,540.71	\$ 33,735.00	\$ 38,329.80	\$ 40,875.00	\$ 43,372.50	\$ 43,965.00	\$ 44,833.05	\$ 47,820.00	\$ 67,005.00	\$ 68,124.41
Total Contract Amount	\$ 257,145.41	\$ 258,635.00	\$ 293,861.80	\$ 313,375.00	\$ 332,522.50	\$ 337,065.00	\$ 343,720.05	\$ 366,620.00	\$ 513,705.00	\$ 522,287.15
AWARD RECOMMENDATION: ALBO CONSTRUCTION, LLC.										



BOARD APPROVAL

Contracts with a Purchase Order Number

Date: 1/4/2021

Company Name & PO# Albo Construction, LLC.

Add'l Info/Description: Bryan Armory Demolition Project

Department: Energy Management

Signed By: _____

Title: _____

Legal Firm Approval: BTU Legal Approved 1/4/2021

Effective Date: _____

Expires Date: 6/1/2021

Review Date: _____

Categories: (okay to have more than one): Construction

Key Elements (Dollar Amount of Contract): \$258,635.00

Notes or Comments: _____

Email Notifications: _____

Contract Information		Key Dates							
<input type="checkbox"/> Basic Contract Information		Effective	1/1/2399						
<input type="checkbox"/> Contract Name	***Company Name + PO#	<input type="checkbox"/> Expires	1/2/2399						
Identifier	***Additional Info, description*	Last Revision							
<input type="checkbox"/> Access Security	Privileged	<input type="checkbox"/> Review by	1/1/2399						
<input type="checkbox"/> Contract Obligation	0.00	<input type="checkbox"/> Retain Until							
<input type="checkbox"/> Contracted Party Information		Categories							
<input type="checkbox"/> Company / Person									
<input type="checkbox"/> Main Contact									
Signed by									
Title									
<input type="checkbox"/> Their Legal Firm									
<input type="checkbox"/> Our Company Information		Key Elements / Clauses							
Status	< None Assigned >								
Department	***Select Department from Dr...								
Administered by									
Signed by	***BTU Contract Signee								
Title	***Signee Title								
<input type="checkbox"/> Our Legal Firm	COB Legal Services								
<input type="checkbox"/> Legal Rep.									
		<table border="1"> <thead> <tr> <th>Name</th> <th>\$</th> <th>Date or Description</th> </tr> </thead> <tbody> <tr> <td>Total Contract Obligation</td> <td>\$ 0.00</td> <td></td> </tr> </tbody> </table>		Name	\$	Date or Description	Total Contract Obligation	\$ 0.00	
Name	\$	Date or Description							
Total Contract Obligation	\$ 0.00								

Division Manager: X _____

Purchasing: X Pruebe Mosley 1/4/2021
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Executive Director: David Werley 1/4/2021
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CONTRACT FOR BRYAN ARMORY DEMOLITION PROJECT

ALBO CONSTRUCTION, LLC.

BID # 010-03-21

This Contract is between Albo, Construction LLC., a company (hereby referred to as the Contractor) and the City of Bryan, Texas, a home rule municipal corporation which owns and operates a municipal electric utility known as "Bryan Texas Utilities", hereinafter referred to as "City" or "BTU", whereby the Contractor agrees to provide BTU with certain contractor services as described herein and BTU agrees to pay the Contractor for those services.

1. Scope of Services

In consideration of the compensation stated in paragraph 2, the Contractor agrees to provide BTU with the contract services as described in "Exhibit A", the Scope of Work, BID # 010-03-21 which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: *Demolition of Bryan Armory Building located at 511 W. Carson Street*

2. Payment

In consideration of the Contractor's provision of the services in compliance with all terms and conditions of this Contract, BTU shall pay the Contractor according to the terms set forth in "Exhibit A", BID #010-03-21. Except in the event of a duly authorized change order, approved by BTU in writing, the total cost of all contractor services provided under this Contract **may not exceed \$ 258,635.00** (include 15% contingency).

3. Time of Performance

A. All work and other services provided under this Contract must be completed by: **June 1, 2021.**

B. **Time is an important and material consideration of this Contract.** The Contractor shall be prepared to provide the work and other services in an expedient and efficient manner in order to complete the work by the times specified in paragraph 3(A).

C. There shall be no extension of this contract unless approved in writing by the BTU Project Manager. The Contractor shall bid this job with the intent of building it within the required time regardless of weather.

4. Performance Standards, Indemnification's & Release.

A. As an experienced and qualified contractor, the Contractor shall provide

services which reflect normal industry standards, procedures, and performances. The Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of BTU shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their work product, nor shall BTU's approval be deemed to be the assumption of responsibility by BTU for any defect or error in the work conducted by the Contractor, its employees, associates, agents, or subcontractors.

B. The Contractor shall promptly correct any defective work furnished by the Contractor at no cost to BTU. BTU's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder shall in no way alter the Contractor's obligations or BTU's rights hereunder.

C. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of BTU. The Contractor and its employees are not the agents, servants, or employees of BTU. As an independent contractor, the Contractor shall be responsible for the services and work contemplated under this Contract. Except for materials furnished by BTU, the Contractor shall supply all materials, equipment, and labor required for the services to be provided under this Contract. The Contractor shall have ultimate control over the execution of the construction services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and BTU shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

D. The Contractor must at all times exercise reasonable safety precautions and comply with all existing safety rules, regulations and procedures for site safety. The Contractor shall, likewise, be responsible to see that its agents, employees and subcontractors exercise reasonable safety precautions and are in compliance with all existing safety rules, regulation and procedures for site safety. It is expressly understood and agreed that BTU shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): Contractor shall defend, indemnify and save harmless BTU and all its officers, agents, and employees from suits, actions, or claims brought for or on account of any injuries or damages received or sustained by any person or persons or property to the extent caused by the Contractor's negligent performance of the work, or by or on account of claims or amounts recovered under the Worker's Compensation Law or other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished to BTU. Contractor shall defend, indemnify and save harmless BTU, its officers, agents and employees in accordance with this indemnification clause regardless of whether

the injury or damage is caused in part by BTU, its officers, agents or employee's, however such indemnification shall extend only to that portion of the damage caused by Contractor's negligence. BTU agrees, to the extent permitted by law, to defend, indemnify and hold the Contractor harmless from any suits, actions, or claims arising out of BTU's negligent performance of its obligations hereunder.

F. **Release.** The Contractor releases, relinquishes, and discharges BTU, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's negligent performance of the work. Both BTU and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. **Contractor's Insurance:** The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City/BTU. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City/BTU a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City/BTU's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City/BTU. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City/BTU reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

A. **Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City/BTU and its agents, officers, officials, and employees.

B. **Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City/BTU. The City/BTU and its agents, officers,

officials, and employee shall be listed as an additional insured.

- C. **Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City/BTU and its agents, officers, officials, and employees.
- D. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City/BTU and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- E. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City/BTU. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- F. **Subcontractors** - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City/BTU accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- G. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.
- H. **Evidence of Insurance** - A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City/BTU within 10 business days by the successful Contractor's insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City/BTU.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City/BTU with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

Phebe Mosley, Procurement Specialist
Bryan Texas Utilities
PO Box 1000
Bryan, TX 77805
Emailed to: pmosley@btutilities.com
Faxed to: 979-821-5798

Failure of the City/BTU to demand evidence of full compliance with these insurance requirements or failure of the City/BTU to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- I. **Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City/BTU of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City/BTU is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City/BTU reserves the right to withhold payment to Contractor until coverage is reinstated.
- J. **Contractor's Failure to Maintain Insurance** – If the Contractor fails to maintain the required insurance, the City/BTU shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.
- K. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City/BTU's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

6. Bond Requirements:

- A. For contracts over \$50,000.00, a Payment Bond in an amount of not less than 100% of the Contract price, conditioned upon payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed Contract.
- B. For contracts over \$100,000.00, a Performance Bond and a Payment Bond in an amount of not less than 100% of the Contract price, conditioned upon faithful performance of the Contract and payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed Contract.

7. Suspension of Work

- A. BTU may at any time and without cause, suspend the work or any portion thereof for a period or successive periods of not more than 90 days in the aggregate by notice in writing to Contractor which will fix the date on which the work shall be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be allowed to increase the contract price or an extension of the contract by BTU without cause if he makes a claim therefore as provided in BID #010-03-21.
- B. Pending settlement of disputes on any point of controversy, BTU may suspend action on all or any part of the work. Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor to extension of the contract time, although such extension of time may be recommended by BTU if it is deemed to be in BTU's best interest to do so.

8. Termination:

- A. BTU, upon the certification that good cause exists to justify such action may, without prejudice to any other right or remedy, and after giving Contractor and his surety 10 days written notice, terminate the services of Contractor and take possession of any or all sites and all equipment, materials, tools, and construction equipment thereon and finish the work by whatever method BTU may deem expedient. "Good Cause" may exist in the following situations, or other situations not listed:
- (1) if a trustee or receiver is appointed for the Contractor or for any of his property;
 - (2) if he persistently or repeatedly refuses or fails, except in cases for which extension of the contract time is provided, to supply proper supervision, acceptable equipment or materials, or enough properly skilled workmen, tools, and construction equipment;
 - (3) if he fails to make prompt payments to suppliers or manufacturers for equipment or materials;
 - (4) if he persistently disregards laws, ordinances, or the authority of BTU's representative;
 - (5) If he is guilty of a violation of any provision of the contract documents.
- B. In such case, the Contractor shall not be entitled to receive any further payment until the contract is completed by BTU or BTU's agents.
- C. No term or provision of this Contract shall be construed to relieve the Contractor of liability to BTU for damages sustained by BTU because of any breach of contract by the Contractor. BTU may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due BTU from the Contractor is determined and paid.

9. Miscellaneous Terms

- A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

If intended for BTU, to the BTU Project Manager for this contract:

Name: David Werley
Title: Project Manager
Address: P.O. Box 1000
Bryan, Texas 77805

Office: 979-821-5897
Fax: 979-821-5798

If intended for the Contractor, to:

Name: Felesia Boegner
Title: President
Address: 5780 E. State Highway 21
Bryan, Texas 77808

Office: 979-574-3026
Fax: N/A

- C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- D. This Contract represents the entire and integrated agreement between BTU and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
- E. This Contract and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of BTU.
- F. The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Contractor must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- G. The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).
- H. The Contractor shall include the substance of subsection 9 (G) above in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.
- I. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract including Exhibit "A" attached.

BRYAN TEXAS UTILITIES BOARD:

A. Bentley Nettles, BTU Board Chairman

Date: _____

APPROVED AS TO CONTENT:

DocuSigned by:
Gary D. Miller
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Gary D. Miller, BTU General Manager

Date: 1/5/2021

APPROVED AS TO FORM:

DocuSigned by:
J-K-H
860780404765416...

Janis K. Hampton, City Attorney

Date: 1/5/2021

(Service Provider - Corporate Seal)

Albo Construction, LLC:

By: 

Printed Name: ALLAN BOEGER

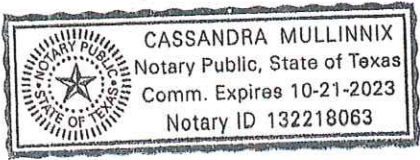
Title: Vice President

Date: 1.4.2021

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF Brazos §

This instrument was acknowledged before me on the 4th day of
January, 2021, by

Allan Boegner on behalf of
ALBO Construction, LLC



C. Mullinnix
Notary Public in and for
The State of Texas

"EXHIBIT A"

BID PRICE SHEET

Bryan Armory Demolition Project

TOTAL BID PRICE: \$ 224,900.⁰⁰

Bidder's Name: ALBO construction, LLC