

INVITATION FOR BID (IFB)

PR103278 – 039 & 083 Recreation Center



DESCRIPTION: Furnish all required labor, materials and equipment necessary to provide Scope-of-Service at the described location(s). Work is being authorized by SynergyNDS as part of the TurnKey Recovery ProgramSM on behalf of the City of Mercedes, a Member of Texas Municipal League Intergovernmental Risk Pool (TMLIRP).

LOCATIONS: (1) 039 RECREATION CENTER & GYM | 701 MATHIS ST. MERCEDES, TX 78570
(2) 083 STUDY/RECREATION ROOM | 701 MATHIS ST. MERCEDES, TX 78570

SUBMITTAL INSTRUCTIONS: For purposes of generating bid - IFB Packet includes scope specifications and bid sheet specific to the referenced project.

- Bids shall be received no later than **08/09/19 by 4pm CST** (emailed to bids@synergynds.com)
- Include Subject Line Reference: **PR103278 – 039 & 083 Mercedes Flood Claim**
- Contractor is required to identify and validate all necessary task items, measurements/dimensions &/or other applicable conditions in support of described scope-of-work. Contractor's Bid is to account for all work to be performed in accordance to trade standards and as required by Ordinance & Law (whether or not a 3rd Party Professional has provided additional comment/support material).
- Bid shall be completed and submitted using **ONLY** the **Contractor Submittal Form** (provided at the end of the IFB Packet).
- Bid award will be made based on best overall LUMP SUM project value as determined by SynergyNDS in accordance to market valuation, project demands &/or critical path. Contributing factors, in addition to price, may be considered as necessary to help determine bid award based on any additional criteria set forth by the specific TML Insured Member.
- Bids received after above deadline or that are not submitted in accordance to Submittal Instructions may be rejected without further explanation or contractor notification.

RETURN BID TO:

Att: SynergyNDS

PR103278 – 039 & 083 Recreation Center: bids@synergynds.com

Request On-Site Project Visit by emailing bids@synergynds.com

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SCOPE OF WORK: Scope includes labor, tools, equipment, PPE, materials, supervision, permitting and insurance necessary to complete the work described in general below. All scope-of-work shall be completed in accordance to manufacture specifications, building codes and applicable industry standards. **Work is to begin no later than August 19, 2019 at 8am CST.** Any concerns with timeline is to be discussed with the specified Project Manager and an email is to be sent to admin@synergynds.com for contract documentation.

Structures were impacted by Cat3 flood waters and have undergone selective demolition consisting of 4' flood cut and decontamination services. Building(s) are now ready for Permanent Repairs & Build-Back:

➤ **039 RECREATION CENTER (Approx 112' x 49')**

- Install R19 Insulation
- Hang 5/8" drywall
- Tape, mud, and float all joints
- Apply corner bead on all corners, mud, and float
- Prime all walls & apply (2) coats of paint
- Protect Epoxy Coated Flooring during repairs

➤ **083 STUDY/RECREATION ROOM (Approx 42' x 15')**

- Install R19 Insulation
- Hang 5/8" drywall
- Tape, mud, and float all joints
- Apply corner bead on all corners, mud, and float
- Prime all walls
- Apply (2) coats of paint

*****SPECIAL NOTE: ALL WORKERS MUST BE ABLE TO PASS BACKGROUND CHECK NEEDED TO WORK AT THE SPECIFIED SITE LOCATION*****

- No felony's in the past 5 years.
- No domestic violence charges.
- No crimes against children.

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GENERAL TERMS & CONDITIONS (Not otherwise specified under SUBMITTALS)

- Contractor shall abide by all applicable federal, state, and local regulations including those mandated by Law & Ordinance (codes & standards).
- Contractor is to obtain their own permits. Permits can be obtained by contacting the Building Department or other administering entity. Permit Fees are reimbursable direct from SynergyNDS (in addition to contractor's Lump Sum Proposal) if incurred and with proper documentation.
- Contractor is required to call in for all required inspections from the Building Dept or other administering entity. Proper documentation and jobsite posting is required.
- Contractor is to abide by all applicable OSHA requirements and standards. Contractor shall require all employees to utilize proper PPE, including but not limited to: fall protection harnesses, hard hats, safety glasses, safety foot wear, and gloves.
- Contractor may be asked to provide Material Safety Data Sheets (MSDS) to the industrial hygienist of record (IHC, Corp.) for chemical-based products that will be used including, but not limited to, glues, cleaners, solvents, anti-microbial products, sanitizing agents, etc. The industrial hygienist of record retains the right to not allow the use of any of the products selected.
- Contractor shall be responsible for supplying any and all necessary equipment, tools and materials to complete the scope of work unless directed otherwise in the IFB. This includes but is not limited to: Rental Equipment, Dumpsters, Storage Containers, Jobsite Trailer, General Conditions, Associated Expenses, Overhead & Profit which are to be included in the IFB Contractor Lump Sum Proposal.
- Contractor shall keep the Project Site and the surrounding areas free from the accumulation of waste materials, debris, etc. caused by operations performed under this Scope of Work. Upon completion, the contractor shall remove from Project Site, and surrounding areas:
 - Any waste materials, debris, etc. caused by completing the outlined Scope of Work.
 - Any tools, cleaning equipment, machinery, surplus materials originally furnished by the contractor
- The contractor shall be responsible for field verifying all conditions prior to implementation of the scope of work outside of any additional 3rd Party Professional assessment.
- The contractor shall provide and implement a site-specific health and safety plan to include hazard communication and related OSHA.
- The contractor is responsible to ensure that any sub-contractors comply with the provisions and terms of this scope of work.

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- The contractor is responsible for submitting applicable project and associated contract documents as defined by Architectural Drawings Specifications, Engineering Requirements, Certificates of Insurance, Change Order Requests and any written or documented deviations from approved scopes-of-work or Contract.
- If the contractor determines that deviations, modifications (change order or supplemental costs) from the initial scope-of-work are required, the Contractor shall submit a written request to SynergyNDS for review and approval prior to start of any additional work not otherwise included in initial BID. The written request will contain, at a minimum:
 - Reason for deviation or modification
 - Description of deviation or modification
 - Estimated time required for deviation or modification
 - Project cost addition or subtraction for deviation or modification
- The contractor is NOT responsible for any conditions or activities the building owner or employees implemented prior to their arrival to the job site. This includes removal of contents, equipment or personnel from the affected areas to the non-affected areas of the building.
- During the cleaning work, pre-existing damage to the building, building system failures, etc. may be found. If this occurs, the contractor will identify, document and record these deficiencies for review and consideration. The item shall be described, the location of the item shall be noted, the date the item was discovered and why the item was discovered. The contractor shall notify the Project Manager of any additional discoveries.

PAYMENT: Project is managed by SynergyNDS, Inc., under the TML Turnkey Recovery Direct Repair Program. Payment will be made directly from the Turnkey Recovery Managed Direct Repair Program to the contractor(s) in accordance with described terms & conditions. Qualified contractors may be eligible for an upfront material deposit or progress payments as determined prior to BID AWARD. **Contractor must be registered in the MVP (Managed Vendor Program) whereby required contractor documents must be uploaded to the database. There is an initial \$49.95 processing fee as part of the initial contractor vetting and background check.**

PAYMENT TERMS: Payments will be made after inspection and approval of work by SynergyNDS, City Building Official &/or Insurance Adjuster. Accurate invoices and required project documentation must be submitted to SynergyNDS for project audit prior to payment. *Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP). MVP has an annual \$49.99 Registration Fee to be part of the Contractor Direct Repair Program. Material Deposits &/or Advanced Payments will require a 2% Invoice Payment Discount.

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HOLD HARMLESS: To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless SynergyNDS, Inc & TML, their officers, agents, employees, elected, and appointed officials, Insurance Representatives and volunteers from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS: TML &/or Contracting Agent reserves the right to: reject all quotations; waive formalities, technical defects, and minor irregularities; accept the quotation (if any) deemed most advantageous to and in the best interests of Insured Members of TMLIRP. Award will be based on price, contractor's daily performance capabilities, availability to provide the specified services when required &/or in accordance to critical path scheduling.

DAMAGES: Contractor will be held liable for any damage caused to the building and ancillary structure, and/or injury to the occupants resulting from the execution of the work or from not exercising proper precautionary protective measures. Any cost of repair/replacement resulting from damages shall be at the contractor's expense.

WORK-SITE PRACTICES:

- Contractor's workers, as well as the various trade contractors entering or leaving the work area, will all attend a site-specific safety meeting as well as daily safety meetings prior the scheduled work day.
- Contractor's workers entering or leaving the work area will don or remove personal protective equipment and clothing in the staging area outside of each work area.
- Waste materials transported from the bag out unit must be moved in a fashion that prevents spreading contamination outside the work area.

WORKER PERSONAL PROTECTION EQUIPMENT: The National Institute for Occupational Safety and Health (NIOSH) provides the following interim guidelines and warnings to restoration workers.

- Steel toed leather boots should be worn. Tennis shoes or sneakers should *not* be worn because they will transfer contamination and will not prevent punctures, bites, or crush injuries.
- Goggles, safety glasses with side shields or full-face shields shall be used when performing restoration related activities that involve demolition, cutting or the use of ANY power tools. Sun/glare-protective lenses may be needed in some work settings. The use of goggles or protective eyewear should also be worn during the application of any cleaners, sanitizers or disinfectants.

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- Soft hat or another protective head cover. Wear an American National Standards Institute (ANSI) rated hardhat if there is any danger of falling debris or electrical hazards.
- Hearing protection (when working in an environment with any noise that you must shout over to be heard).
- Comfortable, form fitting, light weight clothing including long pants and a long-sleeved shirt or coveralls. Additional PPE, respiratory protection, or clothing may be required when specific exposure hazards are identified or expected at the work site. In some instances, the protective ensemble components (garment, boots and gloves) may need to be impervious to contaminated flood or other site-specific chemical, physical, or biological hazards. In all instances, workers are advised to wash their hands with soap and clean water, especially before eating or drinking. Protect any cuts or abrasions with waterproof gloves and dressings. The use of insect repellent, sun block and lip balm may also be required for some work environments. Drink plenty of bottled water and take frequent rest breaks to avoid overexertion.

THERMAL STRESSES: HEAT: Workers are at serious risk for developing heat stress. Excessive exposure to hot environments can cause a variety of heat-related problems, including heat stroke, heat exhaustion, heat cramps, and fainting. To reduce the potential for heat stress, drink a glass of fluid every 15 to 20 minutes and wear loose-fitting clothing. Additionally, incorporate work-rest cycles into work routines and when possible distribute the workload evenly throughout the day.

Temporary cooling to the work areas shall only be authorized by the owner's representative based on the actual need for the work being performed. Where the conditions allow for the operation of part or all of the ventilation systems serving the work area then the need for temporary cooling is NOT necessary. The work area should be maintained at conditions that meet OSHA requirements for health and safety.

WORKING IN CONFINED SPACES: If you are required to work in a boiler, furnace, pipeline, pit, pumping station, septic tank, sewage digester, storage tank, utility vault, well, or similar enclosure, you should be aware of the hazards of working in confined spaces. A confined space has one or more of the following characteristics:

- limited openings for entry or exit;
- unfavorable natural ventilation; or
- Is not designed for continuous worker occupancy.

Toxic gases, a lack of oxygen, or explosive conditions may exist in the confined area, resulting in a potentially deadly atmosphere. Because many toxic gases and vapors cannot be seen or smelled, never trust your senses to determine if safe entry is possible. **Never** enter a confined space unless you have been properly trained, even

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to rescue a fellow worker! If you need to enter a confined space and do not have the proper training and equipment, contact your local fire department for assistance.

PERFORMANCE GOALS: TML/SynergyNDS desires to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for TML insurance contracts managed through the TurnKey RecoverySM Program. The purpose and objectives of this article are to:

1. Increase the capacity of local M/WBE's to provide products and services.
2. Increase the opportunities for local M/WBE's to expand their business with TML/SynergyNDS and other public and private sector business entities.

Provided, however, nothing herein shall require SynergyNDS to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Proposer and otherwise qualified unless SynergyNDS may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Proposer.

CONTRACT IMPLEMENTATION: Contract will be awarded upon review of all bids and proposals received by SynergyNDS. Initiation of contract is engaged upon written bid award letter. At such time, Contractor signed Request for Service Pricing (RFP) will serve as Contract. Complete Contract engagement will occur upon SynergyNDS receipt of all required documentation including but not limited to:

- Bonding (Performance Bond &/or Payment Bond) if Required
- Certificate of General Liability Insurance
- Certificate of Auto Insurance
- Certificate of Worker's Compensation or Letter of Exemption
- Contractor's W-9
- State Licenses

Further description of insurance requirements is listed in "Insurance & Licensing Requirements."

ASSIGNMENT OF CONTRACT: Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by the Purchasing Agent. Such acceptance shall be at the sole discretion of the SynergyNDS upon request of the Contractor. Upon approved and executed written authorization, Contractor will be responsible for coordination of work with other trades. Failure to coordinate this work shall not constitute additional cost as governed by the Lump Sum Contract Award.

ASSIGNMENT OF CONTRACTOR: Contractor is responsible for supplying all required Personal Protective Equipment (PPE), including but not limited to the furnishing and appropriate use of: hard hat(s), safety glasses, face shields, ear plugs, gloves, boots, fall protection (where required), breathing protection (where required),

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tie off ropes/apparatuses/points (where required), fire extinguishers, first aid kits, etc. Contractor is required to be familiar with and follow all OSHA and State of Florida's safety requirements.

Contractor is to hold daily jobsite safety meetings that review the work to be performed, the hazards involved and the methods for reducing and eliminating such hazards, as well as maintain meeting records, - including attendance lists, which shall be kept onsite and available for SynergyNDS review at all times. Contractor shall be solely liable for any and all OSHA violations associated with his/her employees.

SynergyNDS reserves the right to hold weekly progress meetings for which the Subcontractor shall attend. Contractor shall be responsible for daily cleanup of the work performed herein. Failure to cleanup daily after trade will result in cleanup supplementation at Contractor's cost. Twenty-Four (24) hour notice will be given prior to supplementation. Contractor shall be responsible for delivery, loading, unloading, storage, protection, etc. of all work provided herein.

ENERGY EFFICIENCY: The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

PROCUREMENT OF RECOVERED MATERIALS: (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor should procure items designated in the EPA Guidelines that contain the highest percentage of recovered materials practical unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology; (3) are only available at an unreasonably high price.

FAILURE TO COMPLY: For failure to deliver in accordance with specifications, SynergyNDS may cancel the contract or any part thereof and purchase services on the open market, charging any additional cost to the Contractor. Contractor shall comply with all applicable state, federal and local codes, and pay all permits, licenses and certificates, and other fees as required by the work.

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INSURANCE & LICENSING REQUIREMENTS: Before starting work, the Contractor will provide SynergyNDS proof of Worker's Compensation and Commercial and Public Liability Insurance. The Contractor must be licensed to do business in the State of Florida and SynergyNDS must be named as an additional insured on general liability insurance certificate.

Contractor will need to go to www.synergyfmit.com and complete the initial registration for the Managed Vendor Program (MVP). Contractor will be required to upload the following information (when applicable) prior to contract award and eligible material deposits.

- The Contractor will carry Worker's Compensation Insurance for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.
- Commercial and Public Liability with bodily injury and property damage limits will be at a combined single limit of at least \$500,000 to protect the contractor and each subcontractor against claims for injury to or death of one or more persons.
- Automobile Liability on owned and non-owned motor vehicles used on the site(s), or in connection with the sites, for a combined single limit for bodily injury and property damages of not less than \$500,000.00 per occurrence.
- Builder's Work Insurance limit of at least \$5,000.00 per occurrence and \$10,000.00 aggregate.
- Professional Liability \$1,000,000 per occurrence (if applicable).

Contractor will not allow insurance coverage to lapse and will provide Turnkey Recovery Project Manager with updated Certificates of Insurance as necessary. All policies must provide that at least thirty (30) days' notice of cancellation will be given to the FMIT Project Manager and the contractor.

The certificate holder(s) must be noted as:

Synergy NDS, Inc.
1400 Sarno Rd
Melbourne, FL 32935

Additional MANAGED PROGRAM INFORMATION is available at www.synergyfmit.com in support of:

- FMIT TurnKey Recovery
- MVP (Managed Vendor Program)
- FastTrack (Contractor Upfront Payment & Load Program).

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This form DOES NOT represent a commitment to buy. Any ACTUAL order resulting from this solicitation will be confirmed by Written Contract Engagement.

CONTRACTOR SUBMITTAL FORM

COMPANY NAME _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PHONE _____ EMAIL _____

I, the undersigned, have read and understood all applicable Terms & Conditions as described in the IFB Packet preceding the attached Contractor Submittal Form.

COMPANY CONTACT _____ TITLE _____

SIGNATURE _____ DATE _____

LUMP SUM PROPOSAL – SUBMITTAL DEADLINE 8/9/19 by 4pm CST

Location # 039 Recreation Center \$ _____

Location # 083 Study/Recreation Room \$ _____

*Combined Location Total @ \$ _____

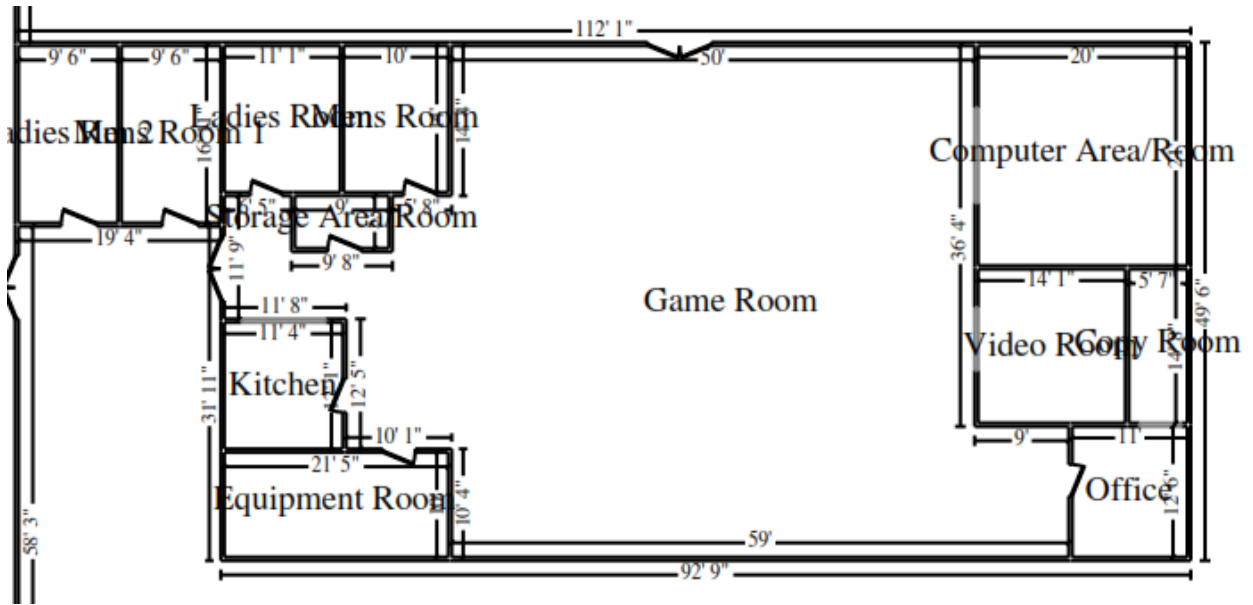
Required | Requested | Material Deposit \$ _____

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RETURN BIDS TO:

PR103278 – 039 & 083 RECREATION CENTER: bids@synergynds.com

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083 STUDY/RECREATION ROOM

