



considered as necessary to help determine bid award based on any additional criteria set forth by the specific TMLIRP Insured Member.

8. SynergyNDS reserves the right to modify the IFB Specifications and Terms & Conditions at any time during the bid solicitation process. Timely notice to all bidders will be given via an electronically distributed Addendum.
9. All registered HUB & HUB Zone Contractors, as well as DBEs are encouraged to participate. Additional Contractor Financial Assistance is available to help support daily HUB/DBE Contractor's operations under the terms and condition of a successful contract award.
10. SynergyNDS is an equal opportunity employer and administers all Contracts & Contractor Agreements in accordance to the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).
11. Contractor is strongly encouraged to schedule a Site Visit of the property as necessary to support the IFB Submittal. All scheduled site visits can be requested at [bids@synergynds.com](mailto:bids@synergynds.com).
12. When a mandatory Pre-BID Meeting is identified and scheduled in a specific IFB, Contractor Attendance is a requirement as part of the Solicitation. Contractors who fail to attend the Pre-BID Meeting will not be eligible to participate in the IFB and subsequent submittal process.
13. Contractor can submit all questions &/or concerns specific to the IFB by email to: [bids@synergynds.com](mailto:bids@synergynds.com).

## SCOPE-OF-WORK SUMMARY

Refer to **EXHIBIT A** for scope-of-work description.

### Yes | No

- |                                     |  |                                     |   |
|-------------------------------------|--|-------------------------------------|---|
| <input type="checkbox"/>            |  | <input checked="" type="checkbox"/> | This IFB is part of a publicly advertised solicitation      |
| <input type="checkbox"/>            |  | <input checked="" type="checkbox"/> | This IFB is part of a potential Federally Funded Project.   |
| <input checked="" type="checkbox"/> |  | <input type="checkbox"/>            | This IFB is being distributed externally                    |
| <input type="checkbox"/>            |  | <input checked="" type="checkbox"/> | This IFB requires a Contractor Payment or Performance Bond. |
| <input checked="" type="checkbox"/> |  | <input type="checkbox"/>            | This IFB requires a Pre-BID Meeting                         |
| <input type="checkbox"/>            |  | <input checked="" type="checkbox"/> | This IFB supports workforce participation goals.            |

**\*\* THE REMAINING PART OF THIS PAGE IS INTENTIONALLY LEFT BLANK \*\***



## IFB EXHIBIT A Scope-of-Work

<u>IFB Number</u>	<u>Scope Description</u>	<u>Closing Date</u>	<u>Closing Time</u>
PR185761 - 065035 - 12860	Interior build back	05/19/2023	4:30 PM CST

Insured Property Owner: City of Deer Park

Property Location Name: Kingsdale Recreation Center

Address Line 1: 2218 Kingsdale

Address Line 2:

City: Deer Park

State: TX

Zip Code: 77536

### GENERAL SCOPE DESCRIPTION

General interior repairs and build back.

### GENERAL SCOPE-OF-WORK DISCUSSION

#### Main Room / Lobby

Replace wood paneled ceiling materials with previous like kind (T-111) and fiberglass batt ceiling insulation throughout this location. Replace and paint wall trim to match previous, like kind.

Paint ceiling to desired color per the owners request.

Replace the wood paneled wall materials (T-111) with previous like kind and wall cavity fiberglass batt ceiling insulation.

Replace and paint wall trim to match previous, like kind (including around doors and windows).

Paint the walls to desired color per the owners request.

Detach, clean and reset any supply air and return air HVAC system louvers.

Temporarily detach, protect and reattached electrical surface mounted conduit.

Replace light fixtures to previous like kind.

Perform a post construction cleaning of the interior.

#### 2. Bathrooms and Janitor's Closet

Replace drywall ceiling with previous like kind and fiberglass batt ceiling insulation throughout this location.

Paint ceiling to desired color per the owners request.

Replace the drywall wall materials with previous like kind and wall cavity fiberglass batt ceiling insulation.

Paint the walls to desired color per the owners request.

Detach, clean and reset any supply air and return air HVAC system louvers.

If necessary, temporarily detach, protect and reattached electrical surface mounted conduit.

Replace light fixtures to previous like kind.

Perform a post construction cleaning of the interior.

*\*Information should match scope-of-work description as described in SimpliCity<sup>SM</sup>.*

**ADDITIONAL NOTES &/OR REQUIREMENTS**

The contractor shall communicate with the Synergy project manager and owner for the appropriate selection of paint colors to use.

**DRAWING & SPECIFICATION DESCRIPTION**

NA

Document #1 NA

Document #2 NA

**ADDITIONAL CONTRACTOR EXPECTATIONS**

The awarded contractor shall keep the job site clean and free of hazards to the workers, employees and general public.

*\*Contractor should understand overall expectations as further detailed in the attached TurnKey Recovery<sup>SM</sup> Contractor Expectation Document in support of accounting for a responsible IFB Submittal.*

**GENERAL WORKDAY &/OR JOBSITE CONSIDERATIONS**

The awarded contractor shall keep the job site clean and free of hazards to the workers, employees and general public.

- **Occupant Workday:**  Standard (M-F/8-5pm)  Wknd/After Hours  Other \_\_\_\_\_
- **Building/Site Occupancy:**  Occupied  Vacant  Partial
- **Site Access:**  Open  Restricted (Gated/Security)
- **Parking/Laydown Area:**  Open/Available  Restricted  Limited
- **Restroom Facilities:**  Fixed/Indoor  Portalets  Not Available
- **Waste/Debris Containers:**  Provided/Onsite  Include in BID

**Email all IFB Questions to [Bids@synergynds.com](mailto:Bids@synergynds.com)**



**TurnKey Recovery™**  
Managed Direct Repair Program

## IFB – CONTRACTOR SUBMITTAL FORM

<u>IFB Number</u>	<u>Scope Description</u>	<u>Closing Date</u>	<u>Closing Time</u>
PR185761 - 065035 - 12860	Interior build back	05/19/2023	4:30 PM CST

**Company Name:** Frost Construction Company, Inc.

**Address Line 1:** 8810 Will Clayton Pkwy., Ste. C

**Address Line 2:**

**City:** Humble

**State:** TX

**Zip Code:** 77338

**Contractor Certification:**  DBE  WBE/WOSB  HUB  SDVOSB/VOSB

### CONTRACTOR LUMP SUM PROPOSAL:

<b>IFB TITLE</b>	Fifty Seven Thousand and Zero Cents	<b>PROPOSAL:</b>	\$ 57,000.00
------------------	-------------------------------------	------------------	--------------

### CONTRACTOR NOTES:

Exclude insulation above ceiling T1-11 as none was seen.

**MATERIAL DEPOSIT:**  Required  Requested

\$

I understand that all applicable Sales Tax or any other Local, State &/or Federally mandated fee(s) are to be included within the aggregated Lump Sum Proposal. Do not breakout separately. Contractor may attach additional supporting documents that may or may not be used in the overall scoring of the IFB Contractor Submittal. Attachments do not change &/or modify any of the Terms & Conditions as outlined in the IFB, Scope-of-Work (Exhibit A) and the Turnkey Recovery<sup>SM</sup> Contractor Expectations.

**I, having the legal authorization to represent the "Company" (the undersigned) have read and understood the IFB, its Scope-of-Work and the Turnkey Recovery<sup>SM</sup> Contractor Expectations in accordance with the Terms & Conditions:**

Scott Frost

President

Company Contact Name (Please Print)

Company Title (Please Print)

DocuSigned by:  
Scott Frost

5/18/2023

Signature

Date



## TURNKEY RECOVERY<sup>SM</sup> PROGRAM Overview & General Contractor Expectations

### PROGRAM OVERVIEW

SynergyNDS and Texas Municipal League Intergovernmental Risk Pool (TMLIRP) have partnered in support of the critical needs of TMLIRP's 2,400+ Public Entities since 2017, representing over \$41 Billion of covered assets. SynergyNDS has the proven capacity and resources necessary to assist TMLIRP Members with disaster planning, preparation, response & recovery.

TMLIRP Turnkey Recovery<sup>SM</sup> (Turnkey Recovery<sup>SM</sup>) is exclusive to Members who schedule their fixed real property with TMLIRP and the coverages offered under their Property Policy. Administered by SynergyNDS, Turnkey Recovery<sup>SM</sup> supports individual Member's response & recovery directives using a more transparent approach to Project Management throughout the lifecycle of the restoration/repair project. More importantly, Turnkey Recovery<sup>SM</sup> supports contractors by reducing the "red-tape" and exposure often associated with public entity projects by streamlining the contracting and payment process. All approved Work Authorizations or IFB Contracts with eligible upfront material deposits and progress payments are paid direct by SynergyNDS to applicable contractors within defined terms/conditions. Contractors within Turnkey Recovery<sup>SM</sup> can be those identified by the Member's own procurement process, as well as those participating in the qualified Managed Vendor Program (MVP<sup>SM</sup>).

### GENERAL CONTRACTOR EXPECTATIONS

Information contained throughout this document supports Turnkey Recovery<sup>SM</sup> expectations/requirements for a specified Work Authorization, or as necessary for subcontractor to provide a responsible IFB Response submittal. Where any conflicts arise from language outlined in this document in support of a specific Work Authorization or IFB Contract Award (which is inclusive of and incorporated into the Contractor's IFB Response submittal), the General Services Agreement between Contractor and SynergyNDS, or the IFB Contract Award becomes the guiding and controlling form.

1. Contractor shall be responsible for field verification of all conditions, dimensions & quantities associated with work prior to Work Authorization or Contractor IFB Response Submittal. Any Exhibits, Plans, Drawings &/or Other Supporting Documents that may be provided by SynergyNDS to Contractor are for general reference purposes only.
2. Contractor is responsible for identifying and satisfactorily addressing all applicable regulatory requirements, including but not limited to Codes & Standards, HUD/DBE Participation Goals & Guidelines and ADA/FHA Specifications.
3. Contractor shall indicate in writing and submit to SynergyNDS via email distribution to [projects@synergynds.com](mailto:projects@synergynds.com) any request or need for additional 3<sup>rd</sup> Party Assignment as necessary to further identify required codes & standards, scope specifications or public health safety concerns outside of Contractor's professional competence &/or licenses.

4. Contractor is to obtain their own permits and schedule all applicable inspections. Permits can be obtained by contacting the Building Department or other administering entity. Permit Fees are reimbursable directly from SynergyNDS (in addition to contractor's Lump Sum Proposal) if incurred and submitted with proper documentation.
5. Contractor shall prohibit discrimination against staff &/or available workforce based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Contractor and its subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
6. Contractor is required to be familiar with and follow all OSHA and State of Texas safety requirements, including OSHA form 300 Logs reporting requirements, if applicable.
7. Contractor shall independently implement a site-specific health and safety plan for each project to include hazard communication and related OSHA requirements to protect workers, building occupants, and the public who has access to the work area.
8. Prior to beginning work each day, Contractor is to independently hold jobsite safety meetings that review the work to be performed, the hazards involved with the work, and the acceptable methods for reducing and eliminating such hazards. Contractor shall maintain appropriate meeting records, including a Job Safety Analysis (JSA), or similar, that includes information from the daily jobsite safety meeting, including an attendee list, which shall be maintained by Contractor and available for SynergyNDS review at all times. Contractor shall be solely liable for any and all unsafe acts and/or safety violations associated with their employees.
9. Contractor shall require all employees to be familiar with job-specific hazard mitigation when performing the work, including but not limited to: slip, trip & fall protection, eye and ear protection, hand and foot protection, head protection, fire protection & prevention, confined space protection, employee thermal stress protection, etc.
10. Contractor is responsible for supplying and educating all on-site employees in the proper use of Personal Protective Equipment (PPE), including but not limited to: hard hat(s), safety glasses, face shields, ear plugs, gloves, boots, fall protection (where required), breathing protection (where required), tie off ropes/apparatuses/points (where required), fire extinguishers, first aid kits, etc.
11. Contractor is required to have the appropriate Material Safety Data Sheets (MSDS), and be able to provide to the Industrial Hygienist of record (for the project) for any products used during the performance of their work for which an MSDS is required, including, but not limited to, glues, cleaners, paints, solvents, anti-microbial products, sanitizing agents, etc. The Industrial Hygienist of record retains the right to restrict the use of any of the products selected for use on the project.
12. Contractor shall be responsible under terms of the Agreement for supplying all necessary labor, equipment, tools, materials and travel expense to complete the scope of work unless directed otherwise in the Work Authorization or IFB Contract Award. This includes, but is not limited to: Rental Equipment, Dumpsters, Storage Containers, Jobsite Trailer, General Conditions, Associated

Expenses, Travel Cost and Overhead & Profit which are to be included in the Work Authorization and/or IFB Contract Award.

13. Contractor shall protect all property from damage during the performance of work. This includes, but is not necessarily limited to: wall finishes, floor finishes, windows, electrical systems, mechanical systems, communication systems, life safety systems, security systems, HVAC control systems, plumbing systems, lighting systems, structurally related components, exterior elements, vegetation, property-of-others, etc.
14. Contractor shall be responsible for repair, replacement &/or cleaning of property damaged by employees, as well as any debris, coatings, coverings, overspray, or caulking residue located on any 3<sup>rd</sup> party property due to actions of Contractor employees. If affected property cannot be successfully cleaned &/or restored to pre-existing condition, SynergyNDS will seek reimbursement from Contractor &/or deduct the appropriate replacement cost from outstanding Invoice Payment (Contract Value).
15. Contractor shall be responsible for securing work area(s) from access by non-authorized building occupants, including all persons not directly part of the restoration, repair and/or rebuild efforts. This includes securing work area(s) as identified in the Work Authorization, IFB Scope-of-Work &/or under Contractor's control.
16. If the Contractor determines that deviations or modifications (change order or supplemental costs) from the initial Work Authorization or IFB Contract Award are required, Contractor shall submit a written request to SynergyNDS for review and approval prior to start of any additional work not otherwise included in initial Work Authorization or IFB Contract Award. The written request will contain, at a minimum:
  - a. Reason for deviation or modification
  - b. Description of deviation or modification
  - c. Project cost addition or subtraction for deviation or modification
  - d. Estimated time required for deviation or modification.
17. Contractor is NOT responsible for any conditions or activities implemented prior to their performance of work and/or arrival to the job site. During the performance of Contractor's work, if pre-existing damage to the building, structure, system failures or other anomalies is found, Contractor has the responsibility to identify, document and report these deficiencies immediately to SynergyNDS by email notification to [projects@synergynds.com](mailto:projects@synergynds.com). Verbal notification &/or discussion with the onsite Project Manager is encouraged, but not required. Written documentation approved by SynergyNDS must be provided to ensure that pre-existing damages are not the responsibility of the Contractor and to maintain transparency with work performance.
18. Contractor represents that it has adequate and sufficient equipment in good working order and fully trained, licensed personnel capable of safely and efficiently operating such equipment and performing and/or providing (a) restoration &/or repair services work, including, but not limited to labor, supervision, tools, equipment, vehicles, transportation and machinery specific to Work Authorization/IFB Invitation and/or (b) materials, goods, supplies, or other products.
19. Contractor services and scope-of-work will be performed and provided in a good and workmanlike manner with strict adherence to general industry customs and specifications,



completed in a safe manner, and in accordance with all legally required and/or accepted codes and standards. The Services will follow customs and practices of workmanship within Contractor's trade, profession, craft or line of work.

20. Contractor is responsible for submitting all applicable project/contracting documents and progress updates in support of scope-of-work and invoicing to include, but not necessarily limited to any: Architectural Drawings, Work Scope Breakout & Description, Engineering or 3rd Party Reports, Certificates of Insurance, Change Order Requests, Warranty Info/Certificates or any written documentation with SynergyNDS that would otherwise change &/or modify the Work Authorization or IFB Contract.
21. Contractor agrees to provide a workmanship warranty, with a 12-month period of correction from the date that work performed by the Contractor is completed. Contractor will be responsible for remedying any patent or latent defects related to their work performance in accordance with the rules prescribed under Texas Construction Law. For patent defects, SynergyNDS will notify Contractor verbally, or in writing, and Contractor will make a best effort to remedy to the satisfaction of SynergyNDS within 1-5 business days. For latent defects, SynergyNDS will notify Contractor in writing and allow Contractor up to 10 business days to review the defect. SynergyNDS and Contractor will then develop a remediation plan to resolve the latent defect to the satisfaction of SynergyNDS.

**PAYMENT:** Project is managed by SynergyNDS under the TMLIRP Turnkey Recovery<sup>SM</sup> Program. Payments will be made by SynergyNDS directly to the Contractor in accordance with terms & conditions described in the Work Authorization or IFB Contract Award. Qualified contractors may be eligible for an upfront material deposit or progress payments as determined prior to work performance. **Contractor must be registered in the MVP (Managed Vendor Program) whereby required contractor documents must be uploaded to the database. There is annual \$49.95 processing and maintenance 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, TMLIRP Member Building Official &/or TMLIRP Desk Adjuster. Accurate invoices and required project documentation must be submitted to SynergyNDS for project review and/or audit prior to payment. Contractor will provide all applicable product warranty documentation or certification prior to release of final payment. \*Material Deposits &/or Advanced Payments require Contractor to complete online registration in the Managed Vendor Program (MVP).

**INSURANCE & LICENSING SUMMARY:** Before starting work, the Contractor will provide SynergyNDS at minimum, proof of Worker's Compensation and General Liability Insurance. The Contractor must be licensed to do business in the State of Texas, as well as hold whatever specific trade licenses to perform and/or oversee such work in the State of Texas. In some cases, Professional Liability insurance will also be required. SynergyNDS must be named as an additional insured on all liability insurance certificates. Contractor will need to go to [www.synergynds.com/MVP](http://www.synergynds.com/MVP) and complete the initial registration for the Managed Vendor Program (MVP).

**The certificate holder(s) must be noted as:**

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

**INSURANCE & LICENSING REQUIREMENTS:** Contractor will be required to upload in the MVP Contractor Profile the following information (when applicable) prior to contract award and eligible material deposits.

- a) Workers Compensation Insurance Certificate for all employees engaged in work at the site, in accordance with State or Territorial Worker's Compensation Laws.
- b) General Liability Insurance Certificate with bodily injury and property damage limits at a combined single limit of at least \$500,000 in order to protect the contractor and SynergyNDS against claims for injury or death of one or more persons.
- c) Automobile Liability Certificate 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.
- d) Professional Liability Certificate with \$1,000,000 per occurrence (if applicable).

Contractor will not allow any required insurance coverage to lapse, and will provide SynergyNDS with updated Certificates of Insurance, as necessary. All policies must provide at least thirty (30) days' notice of cancellation will be given to SynergyNDS. All Contractor employees &/or subcontractors are bound by the Insurance Requirement. **Contractor is the sole responsible party for all its Employee &/or Subcontractor infractions, accidents, damages, and all general and professional liability concerns that occur, whether directly or indirectly, as related to Work performed by Contractor or subcontractors under the control of Contractor.**

**CONTRACT IMPLEMENTATION:** Work Authorization or IFB Contract Award will be initiated upon review and comparative analysis of all bids &/or proposals received by SynergyNDS, and in some cases the TMLIRP Member, in accordance with a defined Procurement Process. Notification of Intent-to-Contract with Contractor will be engaged upon written notification by SynergyNDS and contractor signed/returned General Services Agreement Form. Contract-in-Full will be awarded upon receipt by SynergyNDS of all required contracting documentation, including but not limited to:

- a) Performance Bond &/or Payment Bond (when required)
- b) Certificate of General Liability Insurance
- c) Certificate of Auto Insurance
- d) Certificate of Worker's Compensation or Letter of Exemption
- e) Contractor's W-9
- f) State License Documentation

Further description of insurance requirements is listed in the General Services Agreement. No material deposits &/or payments will be made to Contractor until all required documentation has been received.