

<u>Invitation for Bids ("ITB")</u> <u>Sale of Surplus Land</u>

ITB NO. 20-010

EVENT	DATE
Issuance of ITB	Thursday, August 13, 2020
1st Publication Date	Thursday, August 13, 2020
2 nd Publication Date	Thursday, August 20, 2020
Proposal Submission Deadline (2:00 p.m.)	Monday, August 24, 2020
City Council Consideration/Award	Thursday, September 3, 2020

Property Located:

Sycamore Street Brenham, Texas 77833

Legal Description:

0.145 Acres of Land (6,325 sq. ft.), Lying and Being Situated in the City of Brenham, Washington County, Texas, part of the A. Harrington Survey, A-55, being a Resurvey of Reserve #1 (Called 0.1452 Acres) of the L. D. Brown Subdivision, A Map or Plat of Said Subdivision Being of Record in Plat Cabinet File Slide No. 182A, In the Plat Records of Washington County, Texas or Being Part of the Same Land Conveyed in the Deed from Lervenia Black to Urban Renewal Agency of the City of Brenham, Dated February 21, 1980, As Recorded in Volume 389, Page 392, in the Deed Records of Washington County, Texas (R65238).

CONTENTS & PURPOSE

These bid specifications set forth certain instructions, terms, and conditions that apply to the sale of surplus City land. A bidder submitting a bid will certify by signing the bid form that the bidder has read the provisions contained herein, that the bidder agrees to comply with these bid specifications, and that these provisions will be strictly enforced in all respects.

DESCRIPTION OF PROPERTY

The property consist of approximately 0.145 Acres of Land (6,325 sq. ft.), Lying and Being Situated in the City of Brenham, Washington County, Texas, part of the A. Harrington Survey, A-55, being a Resurvey of Reserve #1 (Called 0.1452 Acres) of the L. D. Brown Subdivision, A Map or Plat of Said Subdivision Being of Record in Plat Cabinet File Slide No. 182A, In the Plat Records of Washington County, Texas or Being Part of the Same Land Conveyed in the Deed from Lervenia Black to Urban Renewal Agency of the City of Brenham, Dated February 21, 1980, As Recorded in Volume 389, Page 392, in the Deed Records of Washington County, Texas. A survey report is attached hereto as Exhibit "A".

INSTRUCTIONS TO BIDDERS

<u>Pre-Bid Site Visit</u>. Persons wishing to visit the property may do so but must notify Purchasing Services of the City of Brenham in advance to schedule an appointment by calling Kyle Branham, Purchasing and Central Fleet Supervisor, at (979) 337-7537.

<u>Preparation of Bid Forms</u>: Bids are due Monday, August 24, 2020 at 2:00 P.M., CST. All bids must be submitted on the Bid Form provided with this ITB. A full copy of this ITB can be found on the City of Brenham's website at www.cityofbrenham.org. No other forms are acceptable and bids utilizing other forms will be considered non-responsive.

Two (2) copies of a completed bid form must be signed by the bidder and submitted together in a sealed envelope and clearly marked as "ITB No. 20-010 Sale of Surplus Land".

By submitting a bid, the bidder acknowledges that he/she is <u>not relying on any representation</u>, <u>warranty</u>, <u>statement or other assertion contained in these Bid Specifications</u> or made by City, or any employee, agent or representative of either of them, and the bidder is relying solely on the bidder's own examination of the Property and that of bidder's employees, agents, representatives and consultants.

<u>Amount of Bid</u>. Under all circumstances, in the spaces provided on the bid form for entering the bid amount, the bid must be expressed dollars and cents. This sale is a cash sale. There will be no financing offered by the City, and the City will not accept property in exchange. The minimum acceptable purchase price bid for the Property is Nine Thousand, Four Hundred Twenty

and No/100 Dollars (\$9,420.00). Bids that are less than the minimum bid stated above shall be rejected as non-responsive.

Receipt and Opening of Bids. Bidders shall submit one (1) original and one (1) copy of their bid on the form provided by the City. The original bid must be sealed and clearly marked "ITB No. 20-010" and include an original signature, in ink, in order to be accepted. Bids must be received in the City Secretary's Office no later than 2:00 p.m. (CST) on Monday, August 24, 2020. It is the Bidder's sole responsibility to assure that the Bid is delivered in a timely fashion. Bids received after this time will be rejected and returned unopened. There will be no public opening.

Bids shall be delivered using one of the following methods:

Hand-deliver to:	Mail to:	Ship to (FedEx, UPS, DHL, etc.):
200 W. Vulcan Street	P.O. Box 1059	200 W. Vulcan Street
Suite 203	Brenham, TX 77834-1059	Brenham, TX 77833
Brenham, TX 77833	ATTN: City Secretary	ATTN: City Secretary

State and local laws provide that the City, in its sole discretion, may elect not to accept any bid, and may reject any or all bids.

<u>Bids Irrevocable</u>. All bids shall be considered irrevocable. All persons submitting a bid accepted by the City will be notified in writing of the acceptance of their bid. Rejected bidders will not be notified in writing but may contact Purchasing Services by email. See City of Brenham website for email contacts.

<u>Notification of Selected Bidder</u>. The City will notify the selected bidder in writing that it is the bidder selected to proceed in the transaction (the "Selected Bidder").

<u>Due Diligence Period</u>. The Selected Bidder will have thirty (30) calendar days following notification to perform any due diligence relating to the Property. The Selected Bidder must notify the City if it intends to enter the Property for any reason including, but not limited to inspecting, surveying or conducting such environmental or other testing as it may desire, at its sole cost and expense. The Selected Bidder may withdraw its bid, for any reason, before the expiration of the Due Diligence Period by notifying the City in writing of its withdrawal. In the event of such withdrawal, the City may, but is not obligated to, select another successful bidder as a Selected Bidder. If the City does so, that Selected Bidder will have a thirty (30) day Due Diligence Period and will have a similar right to withdraw if it so desires.

<u>Final Award or Rejection of Bids by City Council</u>. City Council will award the bid and authorize the Mayor to execute the Sale Documents. After award of this ITB, the transaction shall be binding, subject only to the preparation and execution of the documents necessary to consummate the transaction. The bidder submitting the awarded bid will be referred to hereafter as the "Buyer."

Execution of Documents. After the City has executed the Sale Documents and the documents are available for delivery to the Buyer, the City shall notify the Buyer in writing of the location, date and time at which closing and funding of the transaction will occur (the "Closing Date"). The

transaction will settle on such date, at which time the Buyer will pay the full balance due under the terms and conditions set forth herein. The Buyer's duty to proceed with the transaction shall not be subject to Buyer's acceptance, actual, constructive, or otherwise, of the Sale Documents.

<u>Payment of Consideration by the Selected Bidder</u>. The Selected Bidder will be required at the time of closing to pay the full amount of the bid. Payment of any cash consideration must be made in the form of a cashier's check, certified check, or money order payable to the City of Brenham.

<u>Settlement and Other Expenses</u>. The City will be responsible for the expenses associated with the preparation of the Sale Documents. The Buyer shall be responsible for payment of any other costs or fees associated with the transaction, including without limitation title policy fees, escrow fees, survey costs, filing fees, and all other costs and fees related to the transaction.

TERMS AND CONDITIONS OF SALE OF SURPLUS LAND

Rejection of Bids. City Council reserves the right to reject any or all bids at any time prior to authorizing the Mayor to execute a deed conveying to the Selected Bidder the land offered by the City for sale. A bid will be automatically rejected when:

- It is not submitted in duplicate;
- Both copies of the bid form are not signed as specified.
- It is not submitted on the City's bid form;
- It is submitted after the time and date specified in the City's SEALED BID SALE NOTICE for receipt of bids.

<u>Non-Payment of Brokerage Fees</u>. The City will not pay a brokerage or real estate agent's fee on the sale of this City-owned real estate.

<u>Bidder's Withdrawal Rights</u>. Except during the thirty (30) day due diligence period provided for above, under no circumstances will a bidder be entitled to withdraw a bid once the bid has been received by the City.

City's Rights Upon Failure of Selected Bidder to Close the Transaction. When the deed conveying the parcel offered for sale by the City has been executed by the Mayor and is ready for delivery, the Selected Bidder will be notified by mail where to call to accept delivery of the deed. If for any reason the Selected Bidder should fail to render full payment of the consideration upon which the bid was based within thirty (30) days after the mailing of the aforesaid notice, such failure shall be construed as a refusal to pay the consideration due the City under the terms of the bid and as a refusal to accept the City's deed. It is understood and agreed that the City shall have the right, at its option, to pursue any and all other remedies available to it at law or in equity, including, but not limited to, the right to demand specific performance on the part of the Selected Bidder. If the City is successful in enforcing the right to specific performance, it is understood and agreed that upon the City's demand, the Selected Bidder shall pay to the City reasonable attorney's fees incident thereto.

<u>Conveyance by the City</u>. Subject to its right to reject any and all bids, the City shall tender an executed deed conveying the land offered by it for sale within one-hundred-twenty (120) days after the date of bid award determining a Selected Bidder. Neither the City nor the Selected Bidder shall be liable to any party in any respect as a result of such refusal to close the transaction under this circumstance.

<u>Bidder's Duty to Inquire as to Quality of Title</u>. Each bidder shall be solely responsible to inquire as to the quality of the title of each parcel offered for sale by the City.

Rights of Person in Possession. If the land offered by the City for sale, whether improved or unimproved, is, or appears to be, in the possession of any person whomsoever, each bidder, before submitting a bid on the parcel, shall satisfy himself as to the rights, if any, of the person in possession. A Selected Bidder shall not be entitled to refuse to close the transaction because of the rights of any person in possession on the date the bid was submitted.

<u>Ad Valorem Taxes</u>. Should there be any tax payments due, it is specifically understood and agreed that the Selected Bidder will be purchasing the parcel subject to such tax liabilities and will be responsible for payment thereof. By acceptance of a deed from the City of Brenham, the Selected Bidder is put on notice that the land conveyed to the Selected Bidder will thereafter be subject to assessment for all taxes.

<u>Conveyance Instruments</u>. The deed conveying land offered by the City for sale will be based on the description of the land prepared or on such other legal description as may be approved by the City Attorney. The deed shall be executed and acknowledged on behalf of the City by the Mayor. The name of the grantee in the deed shall be the same as the name on the bid form of the person, corporation, or other entity submitting the bid.

Environmental.

- <u>By City</u>. City shall make available to Bidder a copy of the City's environmental assessment report(s), <u>if any</u>, for the Land. City makes no warranty or representation as to the accuracy or completeness of said report(s).
- By Bidder. Upon notice that the land is offered by the City for sale (the "Notice Date"), Bidder shall notify City if Bidder intends to enter the Land to inspect, survey or conduct such environmental testing as Bidder may desire, at Bidder's sole cost and expense, whether for potential contamination in the surface or subsurface of the Land or otherwise (hereinafter referred to as "Testing"), Bidder may enter the Land to conduct Testing upon consent by City for this Land and subject to the following conditions:
 - O Any contractor, consultant or agent used by Bidder for the Testing shall be, in the sole discretion of City, acceptable to City; however, the Testing shall be at Bidder's sole cost.
 - o City shall have the right to observe the Testing and to take split samples.
 - O Bidder shall indemnify, defend and hold City harmless from any and all damages (including damage to the Land), losses, claims, liabilities, penalties, costs and expenses (including attorney's fees) resulting from acts or omissions

- associated with the Testing, and this covenant shall survive the Closing or earlier termination of the bidding process.
- O Bidder agrees to obtain the insurance specified below and provide written proof thereof to the City.
- Testing and subsequent generation of a survey, quality-assured laboratory data, and other written report(s), if any, (hereinafter referred to as "Testing Results") shall be provided to the City prior to the end of the Due Diligence period.

<u>Testing Insurance</u>. If Bidder conducts Testing as outlined above, Bidder shall maintain, at Bidder's sole cost, or shall require any contractor, consultant or agent Bidder may engage to maintain at all times as required herein, the insurance coverage set forth below with providers satisfactory to City with full policy limits applying, but not less than as set forth below. A certificate naming City as an additional insured and referencing the indemnification provisions set forth in these Bid Specifications shall be delivered to City prior to commencement of the Testing. Such certificates shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects City's interest herein until City has received timely prior written notice of such change or cancellation.

- <u>Worker's Compensation Insurance</u> as required by laws and regulations applicable to and covering employees of Bidder, its contractors, consultants or agents engaged in the performance of the Testing.
- <u>Comprehensive General Liability Insurance</u> including products/completed operations with limits of liability of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit. This policy shall cover, among other risks, the contractual liability assumed under the indemnity provision set forth herein.
- Business Automobile Liability Insurance covering all vehicles used in the operations of Bidder with limits of liability of not less than Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) combined single limit.

<u>Inspection</u>. Bidder represents that Bidder (or its agents or consultants) will have inspected, by the close of the bid period, the Land, together with any buildings included in the sale, will be familiar with its condition, inclusive of substances in the soil or groundwater that may or may not be present, and accepts same AS IS, AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS ON THE PART OF City as to what that condition may be. Bidder further represents that Bidder has determined that any buildings exist and are present on the land.

<u>Restrictions</u>. It will be the sole responsibility of the Bidder to become familiar with whatever restrictions are enforceable on the Land being offered by the City for sale whether of record or not. The City makes no representations, guarantees, or warranties as to what may be built on the property or as to what use may be made of it.

The Property is offered for sale "AS IS, WITH ALL FAULTS." City makes no representations or warranties whatsoever, express or implied, except as may be otherwise expressly set forth in the Sale Documents, nor is any employee or agent of City authorized to make any representation or warranty of any kind with respect to the Property, including

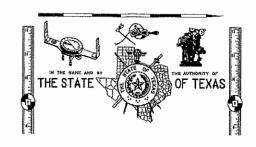
without limitation, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, projections, valuation, marketability, suitability for a particular purpose, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. In no event is City responsible or liable for latent or patent defects or faults, if any, in the Property, or for remedying or repairing same, including, but not limited to, defects relating to asbestos or asbestos containing materials, underground storage tanks or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, waterwells, septic tank systems, utilities or any improvements located on the Land or shown on any plat of the Land. Bidders are put on notice that any prior grant and/or encumbrance affecting the Property may be of record in the Official Records of Washington County, Texas, and bidders are encouraged to examine all public records affecting the Property. The provisions of this paragraph survive closing of any sale of the Property.

PROPOSAL SUBMISSION AUTHORIZATION

- An authorized representative must sign bids, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP and during the performance of the Lease Agreement, once executed.

Signature:	
Printed Name:	
Title:	Date:



HODDE & HODDE LAND SURVEYING, INC.

Professional Land Surveying and Engineering 613 E. Blue Bell Road Brenham, Texas 77833-2411 OFFICE PHONE: (979) 836-5681

FAX: (979) 836-5683

www.hoddesurveying.com

TBPE&LS SURVEY FIRM REG. NO. 10018800

TBPE&LS ENGINEERING FIRM REG. NO. F-18046

W. O. No. 7551

Exhibit "A"

THE STATE OF TEXAS

COUNTY OF WASHINGTON

SURVEYOR'S LEGAL DESCRIPTION

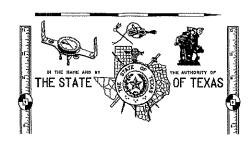
0.145 ACRE

All that certain tract or parcel of land, lying and being situated in the City of Brenham, Washington County, Texas, part of the A. Harrington Survey, A-55, being a resurvey of Reserve #1 (called 0.1452 acre) of the L.D. Brown Subdivision, a map or plat of said subdivision being of record in Plat Cabinet File Slide No. 182A, in the Plat Records of Washington County, Texas or being part of the same land conveyed in the deed from Lervenia Black to Urban Renewal Agency of the City of Brenham, dated February 21, 1980, as recorded in Volume 389, Page 392, in the Deed Records of Washington County, Texas, and being more fully described by metes and bounds as follows, To-Wit:

BEGINNING at a 3/8 inch iron rod found on a North margin of Sycamore Street for the Southeast corner hereof and of said Reserve #1, being the Southwest corner of the Bessie Younger, et al tract, as conveyed in Volume 436, Page 547, in the Official Records of Washington County, Texas, being part of Lot 40 of Beckers Sub-Division of Lot No. 22 of the Davidson Addition to Brenham, Texas, a map or plat of said subdivision being of record in Plat Cabinet File Slide No. 5A, in said Plat Records of Washington County, Texas;

THENCE along a North margin of said Sycamore Street for the South line hereof and of said Reserve #1, S 74°04'39" W 100.37 feet to a 5/8 inch iron rod set with Id. cap (Hodde & Hodde Land Surveying) on a North margin of said Sycamore Street for the Southwest corner hereof and of said Reserve #1, being the Southeast corner of Lot 22 of said Beckers Sub-Division;

THENCE along the East line of said Lot 22 of said Beckers Sub-Division, being along a portion of the East line of Lot 24 of said Beckers Sub-Division for the West line hereof and of said Reserve #1, N 12°58'01" W 64.16 feet to a 3/8 inch iron rod found on the East line of said Lot 24 of said Beckers Sub-Division for the Northwest corner hereof and of said Reserve #1, being the apparent Southwest corner of a Bessie Younger, et al tract (per Washington County Appraisal District), being a portion of Live Oak Street (undeveloped);



HODDE & HODDE LAND SURVEYING, INC.

Professional Land Surveying and Éngineering 613 E. Blue Bell Road Brenham, Texas 77833-2411 OFFICE PHONE: (979) 836-5681 FAX: (979) 836-5683 www.hoddesurveying.com TBPE&LS SURVEY FIRM REG. NO. 10018800 TBPE&LS ENGINEERING FIRM REG. NO. F-18046

THENCE along an apparent South line of said Younger tract, being a portion of Live Oak Street (undeveloped) for the North line hereof and of said Reserve #1, being along a South line of said Younger tract, Volume 436, Page 547, in part, N 74°07'09" E 96.51 feet to a 1/2 inch iron pipe found for the Northeast corner hereof and of said Reserve #1, being an interior corner of said Younger tract, Volume 436, Page 547, a 1 inch pipe found bears N 80°32'59" E 1.58 feet;

THENCE along a West line of said Younger tract, Volume 436, Page 547 for the East line hereof and of said Reserve #1, S 16°24'54" E 64.01 feet to the Place of Beginning and containing 0.145 acre of land.

The bearings stated herein are relative to True North as obtained by GPS Observations, observed at Latitude: 30°10'40.48" N – Longitude: 96°23'38.95" W (WGS-84).

There was a separate survey map prepared in conjunction with this metes and bounds description.

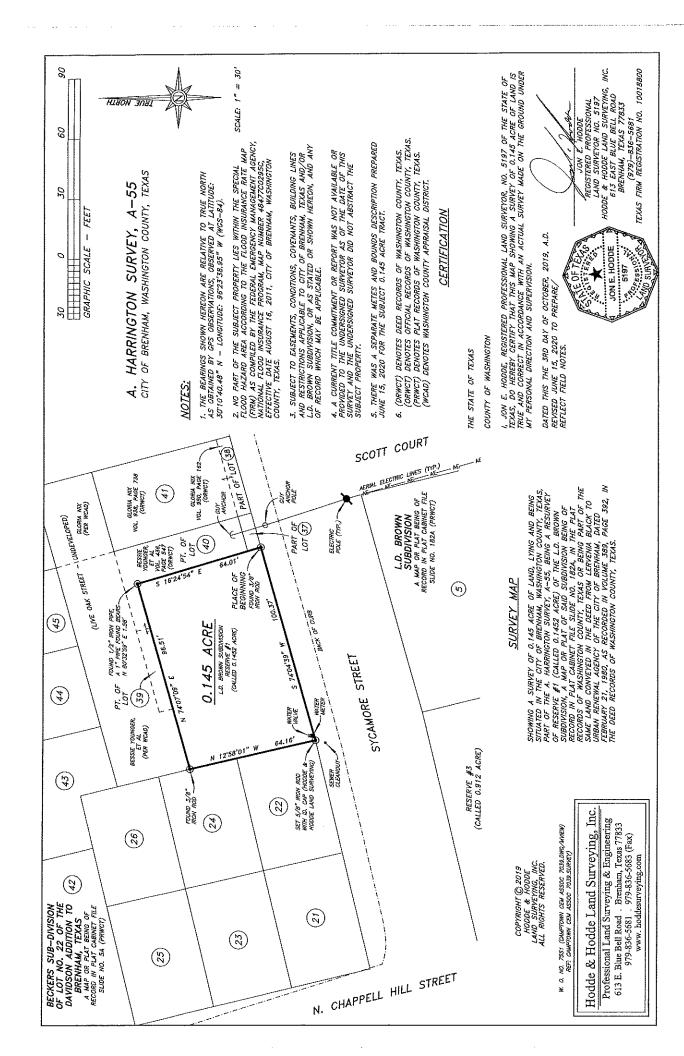
I, Jon E. Hodde, Registered Professional Land Surveyor No. 5197 of the State of Texas, do hereby certify that the foregoing legal description describing 0.145 acre of land is true and correct in accordance with an actual survey made on the ground under my personal direction and supervision.

Dated this the 15th day of June, 2020, A. D.

Jon E. Hodde

Registered Professional Land Surveyor No. 5197







Sale of Surplus Land Bid Form

ITB No: 20-010

Bid Opening: 2:00 P.M. (CST), Monday, August 24, 2020

Bid Title: Sale of Surplus Land

Submit to: Office of the City Secretary

City of Brenham

200 W. Vulcan St., Suite 203

Brenham, TX 77833

PO Box 1059

Brenham, Texas 77834-1059

Bid Documents: Sealed bids must be submitted on this form only. Bidders are required to submit one (1) original and one (1) copy. Bidder must return the entire original bid document with bid.

Bid \underline{MUST} be signed by an authorized representative of bidder. Original signature required.

Offer to purchase land comprised of approximately 0.145 acres (6,325 sq. ft), as further specified in the ITB.

Total Land Price \$_____

Page 2 of 2 City of Brenham ITB No. 20-010 Sale of Surplus Land

Notes and/or com	nments: (additional sheets may be added as needed):
N (D'11	
Name of Bidder:	(please print)
Authorized Sign	ature:
Address:	
_	
Phone No:	
Email	